

Albina & Globe 0027.PDF

ASSIGNMENT

C. D. No. **39770-A**

RIDER TO BE ATTACHED TO AGREEMENT

L. D. No. M. _____ Div. No. _____ Audit No. **80497** C. D. No. **39770**
OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY
 Between **UNION PACIFIC RAILROAD COMPANY**
 and **KERR-GIFFORD & CO., INC.**
 Prior Assignments—Date **None** Name of assignee _____
 Date _____ Name of assignee _____
 Covering **trackage**
 Location **East Portland**
 Dated **April 13, 1953** Effective Date **April 13, 1953** Expiration (Original) **Indefinite**
 Expiration (by latest extension) **--** term
 Supplements, including extension riders—Dates **None**

THIS AGREEMENT, made and entered into this **28th** day of **December**, 19**54**, by and between
Kerr-Gifford & Co., Inc., an Oregon corporation

(hereinafter called "Assignor"), party of the first part,

Cargill, Incorporated, a Delaware corporation

(hereinafter called "Assignee"), party of the second part, and **Oregon-Washington Railroad & Navigation Company, an Oregon corporation, and its Lessee**

Union Pacific Railroad COMPANY, a corporation of the State of **Utah** collectively
 of **Utah** (hereinafter called "Railroad Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

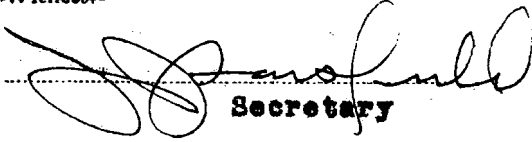
Section 3. The Railroad Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Railroad Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Railroad Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement.

CARG003605

Section 4. This agreement shall be considered as taking effect as of the 31st day
of October, 19 54.

Attest:

~~XXXXXX~~

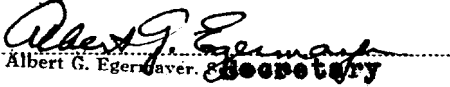

Secretary

KERR-GIFFORD & CO., INC.


President Assignor.

Attest:

~~XXXXXX~~

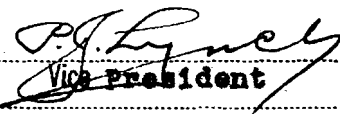

Albert G. Eger, Secretary

CARGILL INCORPORATED


H. Robert Diercks, Vice President Assignee.

~~XXXX~~

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY
UNION PACIFIC RAILROAD COMPANY

By 
Vice President

Albina & Globe 0028.PDF

refer to Dept.
No. 20799-2

L. D. No. M _____ Div. No. _____ Audit No. A-64347 Dept. OKS No. 20799; 20799-2-1

CARG003608

Section 4. This agreement shall be considered as taking effect as of the 31st day of December, 1956, or on the date which the Assignor conveys the "Cargill Elevator" to the Assignee, whichever date is later. In the event that the Assignor does not convey to the Assignee the said "Cargill Elevator" then this Assignment is null and void. Said ~~Assignor~~ "Cargill Elevator" is located at the foot of CARGILL, INCORPORATED, Assignor ~~Assignor~~ North Holladay Street, Portland, Oregon.

Sumner B. Young
Assistant Secretary
Sumner B. Young, Assistant Secretary

By H. Robert Diercks
Vice President ~~Assignor~~
H. Robert Diercks, Vice President

~~Witness~~
Attest:
[Signature]
Assistant Secretary

LEVAL & CO., INC., Assignee
By [Signature]
Vice President ~~Assignee~~

Witness:

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY
UNION PACIFIC RAILROAD COMPANY

By D. F. Mangert
General Manager

ASSIGNMENT

RIDER TO BE ATTACHED TO AGREEMENT

L. D. No. M. - - Div. No. - - Audit No. A-64347. Dept. 20799:20799-A.
 No. 20799-1

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY and UNION PACIFIC RAILROAD COMPANY,
 Between corporations, (collectively called "Railroads"),

and KERR GIFFORD & CO., INC., an Oregon corporation, (Licensee).

Prior Assignments—Date None. Name of assignee _____

Date _____ Name of assignee _____

Covering license to construct, maintain and use a private way for pedestrians, upon and across the property and tracks of the Railroads,

Location Portland, Multnomah County, Oregon.

Dated May 10, 1948. Effective Date January 1, 1948. Expiration (Original) December 31, 1952.

Expiration (by latest extension) December 31, 1957.

Supplements, including extension riders—Dates extension rider dated November 6, 1952.

THIS AGREEMENT, made and entered into this 28th day of January, 19 55, by and between

KERR GIFFORD & CO. INC., an Oregon corporation,

(hereinafter called "Assignor"), party of the first part,

CARGILL, INCORPORATED, a Delaware corporation,

(hereinafter called "Assignee"), party of the second part, and OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, a corporation of the State of Oregon, and UNION PACIFIC RAILROAD.

collectively COMPANY, a corporation of the State

of Utah, (hereinafter called "Railroad Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

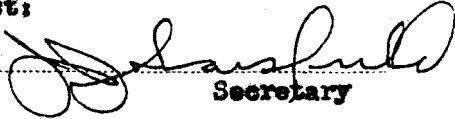
Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Railroad Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Railroad Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Railroad Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement.

CARG003610

Section 4. This agreement shall be considered as taking effect as of the 31st day
of October, 1954.


~~Witness~~
Attest:


Secretary

KERR GIFFORD & CO. INC., Assignor,

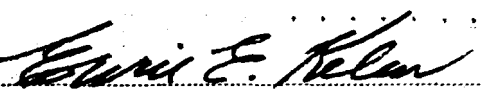
By 
President

~~Witness~~
Attest:

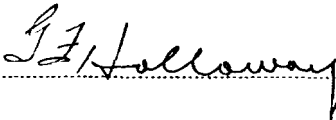

Secretary

Albert G. Forrester, Secretary

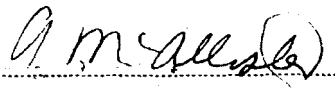
CARGILL, INCORPORATED, Assignee,

By 
Evelyn E. Keller, Vice President

Witness:



OREGON-WASHINGTON RAILROAD & NAVIGATION
COMPANY
UNION PACIFIC RAILROAD... COMPANY

By 
General Manager

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ASSIGNMENT

RIDER TO BE ATTACHED TO AGREEMENT

 refer to Dept.
 No. **23318-2**

 L. D. No. M _____ Div. No. _____ Audit No. **A-70418** ^{Dept.} No. **23318; 23318-1**

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY and UNION PACIFIC RAILROAD
 Between **COMPANY, corporations, (collectively called "Railroad Company")**
 and **KERR GIFFORD & CO. INC., an Oregon corporation, ("Lessee")**

Prior Assignments—Date **January 28, 1955** Name of assignee **CARGILL, INCORPORATED, a**
 Date _____ Name of assignee **Delaware corporation**

Covering a pipe line, three (3) inches in diameter, for conveying water

 Location **Portland, Multnomah County, Oregon**

 Dated **November 26, 1951** Effective Date **November 26, 1951** Expiration (Original) **On notice**

 Expiration (by latest extension) **- -**

 Supplements, including extension riders—Dates **Aforesaid assignment dated January 28, 1955**

THIS AGREEMENT, made and entered into this **30th** day of **November**, 19 **56**, by and between
CARGILL, INCORPORATED, a Delaware corporation

(hereinafter called "Assignor"), party of the first part,

LEVAL & CO., INC., a New York corporation

 (hereinafter called "Assignee"), party of the second part, and **OREGON-WASHINGTON RAILROAD & NAVIGATION**
COMPANY, an Oregon corporation, and UNION PACIFIC RAILROAD COMPANY, a corporation of the State

 of **Utah** (hereinafter called "Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor from any obligations which may have accrued or liabilities accrued, or otherwise, which may have arisen before said Assignment.

CARGILL

CARG003613

Section 4. This agreement shall be considered as taking effect as of the 31st day of December, 1956, or on the date which the Assignor conveys the "Cargill Elevator" to the Assignee, whichever date is later. In the event that the Assignor does not convey to the Assignee the said "Cargill Elevator" then this Assignment is null and void. Said ~~Witness~~ "Cargill Elevator" is located at the foot of ~~Attest:~~ North Holladay Street, Portland, Oregon.

Sumner B. Young
 Assistant Secretary
 Sumner B. Young, Assistant Secretary

CARGILL, INCORPORATED, assignor
 By H. Robert Diercks
 Vice President ~~Assignor~~
 H. Robert Diercks, Vice President

~~Witness~~
~~Attest:~~
[Signature]
 Assistant Secretary

LEVAL & CO., INC., Assignee
 By [Signature]
 Vice President ~~Assignee~~

Witness:

OREGON-WASHINGTON RAILROAD &
 NAVIGATION COMPANY
 UNION PACIFIC RAILROAD COMPANY

By D. F. Meadert
 General Manager

ASSIGNMENT

should refer to Dept.
No. 23318-1

RIDER TO BE ATTACHED TO AGREEMENT

L. D. No. M. - - - - - Div. No. - - - - - Audit No. **A-70418.** Dept. **23318.**

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY and UNION PACIFIC RAILROAD COMPANY,
Between **/corporations, (collectively called "Railroad Company").**

and **KERR GIFFORD & CO. INC., an Oregon corporation, (Lessee).**

Prior Assignments—Date **None.** Name of assignee

Date Name of assignee

Covering **a pipe line, three (3) inches in diameter, for conveying water,**

Location **Portland, Multnomah County, Oregon.**

Dated **November 26, 1951.** Effective Date **November 26, 1951.** Expiration (Original) **On notice.**

Expiration (by latest extension) - - - - -

Supplements, including extension riders—Dates **None.**

THIS AGREEMENT, made and entered into this **28th-** day of **January,** 19 **55,** by and between

KERR GIFFORD & CO. INC., an Oregon corporation,

(hereinafter called "Assignor"), party of the first part,

CARGILL, INCORPORATED, a Delaware corporation,

(hereinafter called "Assignee"), party of the second part, and **OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, a corporation of the State of Oregon, and UNION PACIFIC RAILROAD,**
COMPANY, a corporation of the State.

collectively
of **Utah,** (hereinafter called "Railroad Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Railroad Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Railroad Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Railroad Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement.

Section 4. This agreement shall be considered as taking effect as of the 31st day of October, 19 54.

~~Witness~~
Attest:

[Signature]
Secretary

KERR GIFFORD & CO. INC., Assignor,

By *[Signature]*
President ~~Witness~~

~~Witness~~
Attest:

[Signature]
Secretary

Albert G. Eggenmeyer, Secretary

CARGILL, INCORPORATED, Assignee,

By *[Signature]*
Erwin E. Kelm, Vice President ~~Witness~~

Witness:

[Signature]

OREGON-WASHINGTON RAILROAD & NAVIGATION
COMPANY
UNION PACIFIC RAILROAD... COMPANY

By *[Signature]*
General Manager

Albina & Globe 0030.PDF

ASSIGNMENT

RIDER TO BE ATTACHED TO AGREEMENT

refer to Part
No. **23319-2**L. D. No. M _____ Div. No. _____ Audit No. **A-70850** **Dept. File** No. **23319:23319-A-1**

Between **OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY and UNION PACIFIC RAILROAD COMPANY, corporations, (collectively called "Licensors")**
and **KERR GIFFORD & CO. INC., an Oregon corporation, ("Licensee")**

Prior Assignments—Date **January 28, 1955** Name of assignee **CARGILL, INCORPORATED, a Delaware corporation**
Date _____ Name of assignee _____

Covering **private roadway and road crossing**Location **Portland, Multnomah County, Oregon**Dated **November 14, 1951** Effective Date **October 9, 1951** Expiration (Original) **October 8, 1956**Expiration (by latest extension) **October 8, 1961**Supplements, including extension riders—Dates **Extension rider dated August 15, 1956 and aforesaid assignment dated January 28, 1955.**

THIS AGREEMENT, made and entered into this **30th** day of **November**, 19 **56**, by and between
CARGILL, INCORPORATED, a Delaware corporation

(hereinafter called "Assignor"), party of the first part,

LEVAL & CO., INC., a New York corporation(hereinafter called "Assignee"), party of the second part, and **OREGON-WASHINGTON RAILROAD & NAVIGATION****COMPANY, an Oregon corporation and UNION PACIFIC RAILROAD COMPANY**, a corporation of the Stateof **Utah** (hereinafter called "Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement, from any obligations which may have accrued or liabilities accrued, or otherwise, which may have arisen before said Assignment.

L E V A L

CARG003618

Section 4. This agreement shall be considered as taking effect as of the 31st day of December, 1956, or on the date which the Assignor conveys the "Cargill Elevator" to the Assignee, whichever date is later. In the event that the Assignor does not convey to the Assignee the said "Cargill Elevator" then this Assignment is null and void. Said ~~whereas~~ "Cargill Elevator" is located at the foot of ~~Attest:~~ North Holladay Street, Portland, Oregon.

Sumner B. Young
Assistant Secretary
Sumner B. Young, Assistant Secretary

CARGILL, INCORPORATED, Assignor
By V. Robert Diercks
Vice President ~~Assignor~~
El. Robert Diercks, Vice President

~~Witness~~
Attest:
[Signature]
Assistant Secretary

LEVAL & CO., INC., Assignee
By [Signature]
Vice President ~~Assignor~~

Witness:

McE Thomas

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY
UNION PACIFIC RAILROAD COMPANY

By [Signature]
President

ASSIGNMENT

RIDER TO BE ATTACHED TO AGREEMENT

C. D. No. 38512-A

should refer to Dept.

No. 23319-1

Dept. No. 23319

L. D. No. M. - - Div. No. - - Audit No. A-70850. C. D. No. 38512

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY and UNION PACIFIC RAILROAD COMPANY,
Between /corporations, (collectively called "Licensees"),

and KERR GIFFORD & CO. INC., an Oregon corporation, (Licensee).

Prior Assignments—Date None. Name of assignee.

Date. Name of assignee.

Covering private roadway and road crossings,

Location Portland, Multnomah County, Oregon.

Dated November 14, 1951. Effective Date October 9, 1951. Expiration (Original) October 8, 1956.

Expiration (by latest extension) - -

Supplements, including extension riders—Dates None.

THIS AGREEMENT, made and entered into this 28th day of January, 1955, by and between

KERR GIFFORD & CO. INC., an Oregon corporation,

(hereinafter called "Assignor"), party of the first part,

CARGILL, INCORPORATED, a Delaware corporation,

(hereinafter called "Assignee"), party of the second part, and OREGON-WASHINGTON RAILROAD & NAVIGATION
COMPANY, a corporation of the State of Oregon, and UNION PACIFIC RAILROAD.

. COMPANY, a corporation of the State...

collectively

of Utah, (hereinafter called "Railroad Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Railroad Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Railroad Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Railroad Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement.

CARG003620

Section 4. This agreement shall be considered as taking effect as of the 31st day of October, 1954.

~~Witness~~
Attest:

[Signature]
Secretary

KERR GIFFORD & CO. INC., Assignor,

By *[Signature]*
President ~~Signature~~

~~Witness~~
Attest:

[Signature]
Secretary

Albert G. Eggen, Secretary

CARGILL, INCORPORATED, Assignee,

By *[Signature]*
President ~~Signature~~
Erwin E. Helm, Vice President

Witness:

[Signature]

OREGON-WASHINGTON RAILROAD & NAVIGATION
COMPANY
UNION PACIFIC RAILROAD... COMPANY

By *[Signature]*
Vice President

C. D. No. 38512-B
EXTENSION RIDER

23319-A

To be attached to agreement Audit No. A-70850

Dept. No. 23319; 23319-1

Between ~~OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY and UNION PACIFIC RAILROAD COMPANY,~~
~~corporations, (collectively called "Licensors"),~~and ~~KERR GIFFORD & CO. INC., an Oregon corporation, (Licensee),~~Assignments—Date Jan 28, 1955 Name of assignee CARGILL, INCORPORATED, a Delaware corporation,

Date..... Name of assignee.....

Covering private roadway and road crossingLocation Portland, Multnomah County, OregonDated November 14, 1951 Effective Date October 9, 1951 Expiration (Original) October 8, 1956Expiration (by latest extension) - -Supplements, including extension riders—Dates aforsaid assignment dated January 28, 1955

IT IS HEREBY MUTUALLY AGREED by and between the present parties to the above named agreement that the term thereof shall be, and is hereby, extended to and including October 8, 1961, and that all the terms and conditions thereof, as heretofore (if supplements to the original agreement are indicated above) or herein (if any special provisions are written below) amended, shall remain in full force and effect during the extended term, said agreement with the amendments and supplements (if any) to be subject to termination prior to the expiration of the extended term in the same manner as is provided therein for termination prior to the expiration of the term hereby extended.

Special Provisions: NoneDated August 15, 19 56 Made in duplicate.

~~XXXXXX~~
 OREGON-WASHINGTON RAILROAD & NAVIGATION
 COMPANY
 UNION PACIFIC RAILROAD COMPANY

By J. G. Lynch
 Vice President

~~XXXXXX~~
 CARGILL, INCORPORATED,

By H. Robert Smith
 Vice President

Attest: Donald C. Lewis
 Asst. Secretary

CARG003622

Albina & Globe 0038.PDF

HART, SPENCER, McCULLOCH, ROCKWOOD AND DAVIES

Law Offices
1410 Yeon Building

Portland 4, Oregon

January 27, 1954

Mr. Donald C. Levin,
Legal Department,
Cargill, Incorporated,
200 Grain Exchange,
Minneapolis 15, Minnesota.

Dear Mr. Levin:

Re: Kerr Gifford & Co., Inc. Properties

I enclose herewith title insurance policies issued by Commonwealth, Inc., covering the Kerr Gifford land in Oregon. My reference numbers are to the items so numbered in my letter of January 5, 1954, to Commonwealth, Inc., a copy of which was sent to you:

1. * *
2. * *
3. * *
4. * *
5. * *
6. * *
7. * *
8. * *
9. * *

For items 2, 3 and 4 in my letter of January 5, covering the Albina Dock, we have not secured title insurance. These are the parcels which were the subject of your letter to me of January 11 wherein you told me that your company had approved the sale by Kerr Gifford of these parcels to Mr. McDonald.

As far as I am aware this completes the assignment which you gave^{to} me relating to Kerr Gifford titles to Oregon property. Should I now send you

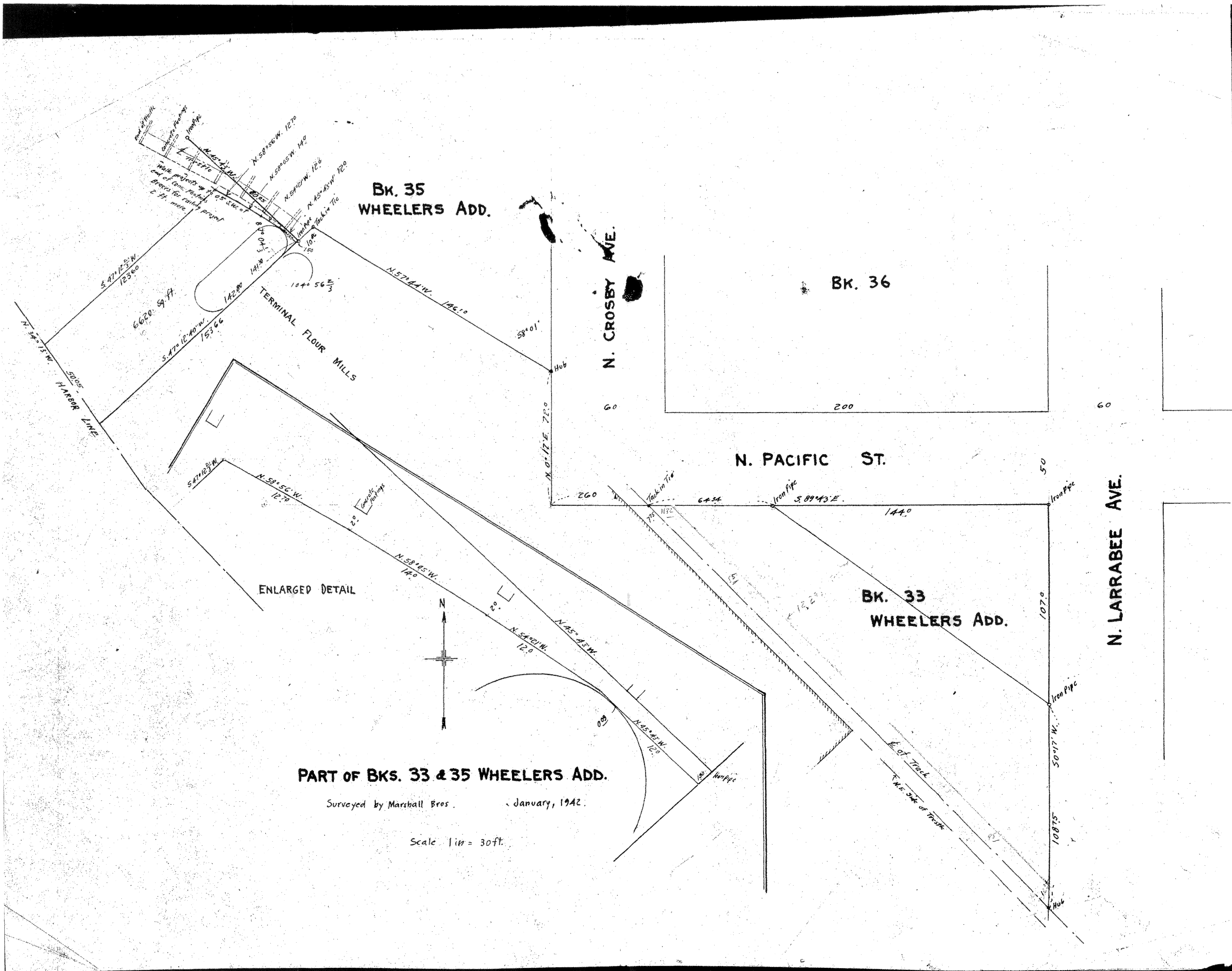
CARG003624

a bill for our services and the disbursements consisting almost entirely of the premiums paid on the new title insurance.

Very truly,

Fletcher Rockwood

Albina & Globe 0032.PDF



Albina & Globe 0033.PDF

October 16, 1956

Mr. Fletcher Rockwood
Spencer, McCulloch, Rockwood & Davies
Attorneys at Law
1410 Yeon Building
Portland 4, Oregon

Dear Mr. Rockwood:

In the course of our telephone conversation of last week, you recommended that in the contemplated sale of the Cargill Elevator at Portland, the buyer be furnished with Title Insurance Policies rather than an Abstract of Title. We have now been informed that the buyer is agreeable to such a plan. The buyer is Leval & Co., Inc.

The legal description of the property involved is as follows:

All those parts of Block thirty-five (35) of WHEELER'S ADDITION TO THE CITY OF EAST PORTLAND, now a part of the City of Portland, described as follows: Commencing at a point on the East line of said Block 35, that is 72 feet distant Northerly from the intersection of said East line produced Southerly, with the South line of N. Pacific Street; thence North $57^{\circ}44'$ West along a straight line which forms an angle of $58^{\circ}01'$ from North to North-west with said East line of Block 35 a distance of 146.10 feet to a point in the Southeasterly line of that certain parcel of land heretofore conveyed to the Oregon Railway and Navigation Company by the Oregon and California Railroad Company by Deed dated December 5, 1887, recorded in Book 100, page 37, Deed Records of Multnomah County; thence South $47^{\circ}12'40''$ West along the Easterly line of said parcel of land conveyed to the Oregon Railway and Navigation Company by said Deed dated December 5, 1887, a distance of 12.36 feet to the point of beginning of the parcel of land hereby conveyed; thence North $45^{\circ}43'$ West a distance of 12 feet; thence North $54^{\circ}21'$ West a distance of 12 feet; thence North $58^{\circ}05'$ West a distance of 14 feet; thence North $58^{\circ}56'$ West a distance of 12.7 feet; thence South $47^{\circ}12'40''$ West a distance of 123.6 feet to a point on Harbor Line on the East side of the Willamette River; thence South $34^{\circ}13'$ East along said

Harbor Line a distance of 50.05 feet to a point in the Southeasterly line of said parcel of land, heretofore referred to, conveyed to said Oregon Railway and Navigation Company by the Oregon and California Railroad Company by said Deed dated December 5, 1887; thence North $47^{\circ}12'40''$ East along the Southeasterly line of said parcel of land conveyed by said Deed dated December 5, 1887 a distance of 141.3 feet to the point of beginning; subject, however to the public rights of navigation and fishing, and to the rights of the State of Oregon in and to that portion thereof lying below low water mark of the Willamette River; excepting and excluding any improvements and structure thereon not owned by the Railroad Company; in the City of Portland, County of Multnomah and State of Oregon.

Commencing at the point of intersection of the center lines of North Williams Avenue with North Holladay Street in the City of Portland; thence West along the center line of said North Holladay Street a distance of 762.3 feet to a point; thence South at right angles from the center line of said North Holladay Street a distance of 276.6 feet to a point in the Easterly Harbor Line of the Willamette River, last described point being the actual point of beginning of the parcel of land to be described; thence North $34^{\circ}13'$ West along said Harbor Line a distance of 39.43 feet to a point in the Southeasterly line of that parcel of land as described in that certain indenture between Oregon and California Railroad Company and Oregon Railway and Navigation Company dated December 5, 1887, recorded in Deed Records 100, page 37, Records of the County of Multnomah; thence North $47^{\circ}12'40''$ East along the said Southeasterly line of the parcel of land as described in the last mentioned indenture a distance of 153.66 feet to a point in the Southwesterly line of that certain parcel of land as fourthly conveyed by the Oregon and California Railroad Company to the Northern Pacific Terminal Company by that certain indenture dated November 22, 1884, recorded in Deed Records 95, page 92, Records of Multnomah County; thence South $57^{\circ}44'$ East along the said Southwesterly line of that parcel of land described in the last mentioned indenture, a distance of 146.10 feet to a point, in the West line of North Crosby Avenue, distant 178.0 feet Southerly along the said West line of North Crosby Avenue from the intersection of the said West

line of North Crosby Avenue with the Southerly line of North Holladay Street; thence South $0^{\circ}17'$ West along the said West line of North Crosby Avenue, a distance of 72.0 feet to the point of intersection of the said West line of North Crosby Avenue with the South line of North Pacific Street; thence South $89^{\circ}43'$ East along the said South line of North Pacific Street, a distance of 116.0 feet to a point distant 144.00 feet Westerly along the said South line of North Pacific Street from the intersection of the last mentioned line with the West line of North Larrabee Avenue; thence South $53^{\circ}06'15''$ East a distance of 179.40 feet to a point in the West line of North Larrabee Avenue distant Southerly along said West line of North Larrabee Avenue, 107.0 feet from the last described intersection of said West line of North Larrabee Avenue with the said South line of North Pacific Street; thence South $0^{\circ}17'$ West along the said West line of North Larrabee Avenue a distance of 143.0 feet to the point of intersection of the said West line of North Larrabee Avenue with the South line of North Oregon Street; thence South $89^{\circ}43'$ East along the said South line of North Oregon Street a distance of 13.97 feet to a point that is distant 50.0 feet Westerly, measured radially from the common center line between the Northerly double-track railroad as now constructed on the ground; thence Southwesterly on the arc of a curve to the right, parallel to the last mentioned center line between said double tracks, having a radius of 308.39 feet, an arc distance of 180.52 feet (the chord of said curve bears South $31^{\circ}50'50''$ West a distance of 177.94 feet) to a point in the said Harbor Line; thence North $43^{\circ}22'30''$ West along said Harbor Line a distance of 571.66 feet to the point of beginning; in the City of Portland, County of Multnomah and State of Oregon.

Enclosed you will find Title Insurance Policies governing the parcels of land to be sold. You will note that one was issued to the Saint Paul-Mercury Indemnity Company; this Policy, I believe, was procured by Kerr Gifford & Co. Inc.

The property should be insured for a total amount of \$475,000.00 which represents the purchase price. As there is some degree of urgency about this matter, anything you can do to expedite the handling of this matter would be sincerely appreciated.

Very truly yours,

John F. McGrory

JFM:aj
oil
enc:

Albina & Globe 0036.PDF

KOERNER, YOUNG, McCOLLOCH & DEZENDORF

ATTORNEYS AT LAW

800 PACIFIC BUILDING

PORTLAND 4, OREGON

BEACON 8191

February 21, 1955

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WILLIAM J. MOSHOFSKY
JAMES H. CLARKE
WAYNE HILLIARD
JOSEPH LARKIN
JAMES R. BJORGE
JAMES C. INGWERSEN

Letter in title note
DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 - 1950

AIRMAIL

Mr. William Merlin,
Cargill, Incorporated,
200 Grain Exchange Building,
Minneapolis 15, Minnesota.

Dear Bill:

Re: Kerr Gifford & Co. Inc.

I wish to acknowledge receipt of your letter of February 17, 1955 and the instruments transmitted with that letter.

The instruments mentioned under Item 1 have been returned to Southern Pacific Company with the request that they be changed to reflect a transfer to Kerr Gifford & Co. Inc. of California. The instruments mentioned under Items 2 and 3 have been transmitted to the office of the Union Pacific Railroad Company in Portland, Oregon with the request that they be executed on behalf of the railroad company and a fully executed copy returned to us. We have presented the question of the addition to the agreement of January 4, 1955.

As to the last paragraph of your letter, I wish it understood that I accept full responsibility on the legal side for any error in purporting to convey to Cargill, Incorporated any property previously conveyed to James McDonald and A. H. Gattie. I made independent inquiry in the Portland office with respect to these two parcels but as stated in my letter of February 8, 1955, I did not attempt to verify the information so acquired by checking the records in the County Assessor's office.

In accordance with your request I am returning the list, which I understand you prepared and which is entitled "Kerr Gifford Dock and Elevator, Foot of North Holladay Street, Portland, Oregon". I was not supplied with a separate list designated "Albina Dock". I believe the items involved are

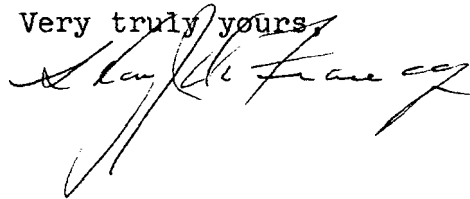
CARG003633

Mr. William Merlin,
Cargill, Incorporated,
February 21, 1955
Page 2

Items 13 and 14 which at one time were "in Rockwood's office". Item 13 undoubtedly is the parcel which is now a part of the "Kerr Gifford Dock and Elevator" upon which certain "grain bins" are situated and which apparently was previously covered by a lease from the Union Pacific Railroad Company dated May 15, 1942 (Item 9 on your list). Item 14 is undoubtedly the two parcels constituting what is known as the "Albina Dock".

I have discussed with Mr. Koerner the fact that the small parcel (presumably Item 13 of your list) was included in the deed of December, 1953 to James McDonald and A. H. Gattie. He informed me that the descriptions of the Albina Dock were supplied to him by Mr. Platt and that he also did not verify the same by checking the County Assessor's records. We have not as yet received the deed executed by Mr. and Mrs. McDonald and Mr. and Mrs. Gattie, but we expect to receive the same in the near future.

Very truly yours,

A handwritten signature in dark ink, appearing to read "A. H. Gattie", with a stylized flourish at the end.

cc - train mail

Enclosure

CARG003634

Albina & Globe 0037.PDF

Bill Merling

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW

800 PACIFIC BUILDING
PORTLAND 4, OREGON
BEACON 8191

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WILLIAM J. MOSHOFSKY
JAMES H. CLARKE
WAYNE HILLIARD
JOSEPH LARKIN
JAMES R. BJORGE
JAMES C. INGWERSEN

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 - 1950

February 8, 1955

AIRMAIL

Mr. Don Levin,
Cargill, Incorporated,
200 Grain Elevator Building,
Minneapolis, Minnesota.

Re: Kerr Gifford & Co. Inc.

Dear Don:

We have encountered our first error in the transfer of assets from Kerr Gifford & Co. Inc. to Cargill, Incorporated. There was executed and recorded a deed from Kerr Gifford & Co. Inc. to Cargill, Incorporated, dated November 12, 1954, recorded January 28, 1955 in Book 1702 at page 539, Deed Records, Multnomah County, Oregon, covering two parcels of real property. It developed that these two parcels of real property constituted what is known as the "Albina Dock" and the parcels had been conveyed by Kerr Gifford & Co. Inc. to James McDonald and A. H. Gattie in December of 1953.

I have consequently prepared and I am transmitting herewith the original and a copy of a quitclaim deed from Cargill, Incorporated to Kerr Gifford & Co. Inc. covering these two parcels. It is requested that you have the original executed on behalf of Cargill, Incorporated and return the same to me for recording so that the "cloud" on the title of Messrs. McDonald and Gattie will be removed.

It is perhaps fortunate that this occurred, because in investigating the matter, including the maps in the County Assessor's Office, I found that there was included in the deed to James McDonald and A. H. Gattie a parcel of real property which was not intended to be conveyed to them. This is a small parcel adjoining the Kerr Gifford elevator upon which are situated four grain bins. Originally the land was leased from the Union Pacific Railroad Company and was subsequently purchased. I have discussed this matter with Mr. McDonald and he seems to agree that there was an error and has expressed a willingness to quitclaim this parcel back to Kerr Gifford & Co. Inc. I am transmitting herewith a copy of the quitclaim

CARG003636

Mr. Don Levin,
Cargill, Incorporated
February 8, 1955
Page 2

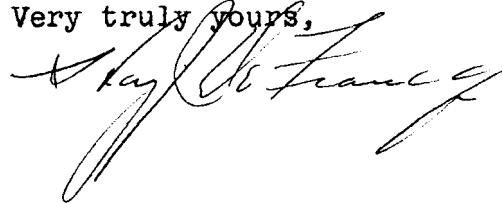
deed which has been submitted to Mr. McDonald.

It perhaps would be advisable to also remedy this error insofar as the folder entitled "Kerr Gifford Elevator, Portland, Oregon" is concerned. The title evidence and other documents relating to these two parcels constituting the "Albina Dock" should be removed from that folder.

We, of course, regret this error but at the time we felt it was not necessary to verify Kerr Gifford's records against the records in the Assessor's Office.

Enclosures

Very truly yours,



cc - train mail

cc - Kerr Gifford & Co. Inc.

Albina & Globe 0040.PDF

3/28/55

KNOW ALL MEN BY THESE PRESENTS, That JAMES McDONALD and ANNE McDONALD, husband and wife, and A. H. GATTIE and IVA GATTIE, husband and wife, in consideration of One Dollar (\$1.00) to them paid by KERR GIFFORD & CO. INC., a corporation, do hereby remise, release and forever quitclaim unto the said Kerr Gifford & Co. Inc., its successors and assigns, all their right, title and interest in and to the following described real property, with the tenements, hereditaments and appurtenances, situated in the County of Multnomah, State of Oregon, bounded and described as follows:

All those parts of Block thirty-five (35) of WHEELER'S ADDITION TO THE CITY OF EAST PORTLAND, now a part of the City of Portland, described as follows: Commencing at a point on the East line of said Block 35, that is 72 feet distant Northerly from the intersection of said East line produced Southerly, with the South line of N. Pacific Street; thence North $57^{\circ}44'$ West along a straight line which forms an angle of $58^{\circ}01'$ from North to Northwest with said East line of Block 35 a distance of 146.10 feet to a point in the Southeasterly line of that certain parcel of land heretofore conveyed to the Oregon Railway and Navigation Company by the Oregon and California Railroad Company by Deed dated December 5, 1887, recorded in Book 100, page 37, Deed Records of Multnomah County; thence South $47^{\circ}12'40''$ West along the Easterly line of said parcel of land conveyed to the Oregon Railway and Navigation Company by said Deed dated December 5, 1887, a distance of 12.36 feet to the point of beginning of the parcel of land hereby conveyed; thence North $45^{\circ}43'$ West a distance of 12 feet; thence North $54^{\circ}21'$ West a distance of 12 feet; thence North $58^{\circ}05'$ West a distance of 14 feet; thence North $58^{\circ}56'$ West a distance of 12.7 feet; thence South $47^{\circ}12'40''$ West a distance of 123.6 feet to a point on Harbor Line on the East side of the Willamette River; thence South $34^{\circ}13'$ East along said Harbor Line a distance of 50.05 feet to a point in the Southeasterly line of said parcel of land, heretofore referred to, conveyed to said Oregon Railway and Navigation Company by the Oregon and California Railroad Company by said Deed dated December 5, 1887; thence North $47^{\circ}12'40''$ East along the Southeasterly line of said parcel of land conveyed by said Deed dated December 5, 1887, a distance of 141.3 feet to the point of beginning; subject, however to the public rights of navigation and fishing, and to the rights of the State of Oregon in and to

that portion thereof lying below low water mark
of the Willamette River;

SUBJECT TO: Reservation for minerals and mineral
rights as set forth in deed from Union Pacific
Railroad Company to Kerr Gifford & Co. Inc.
recorded June 23, 1948 as Instrument No. 26994.

TO HAVE AND TO HOLD the same unto the said Kerr Gifford
& Co. Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto set our hands and
seals this 28th day of March, 1955.

[Signature] (SEAL)

Anne Kerr McDonald (SEAL)

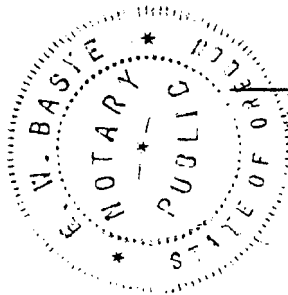
A. H. Gattie (SEAL)

Iva Gattie (SEAL)

STATE OF OREGON)
) ss
County of Multnomah)

BE IT REMEMBERED that on this 28th day of March,
1955, before me, a Notary Public in and for said County and
State, personally appeared the within named JAMES McDONALD and
ANNE McDONALD, husband and wife, and A. H. GATTIE and IVA GATTIE,
husband and wife, who are known to me to be the identical indi-
viduals described in and who executed the within instrument and
acknowledged to me that they executed the same freely and volun-
tarily.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year last above written.



E. M. Basye
Notary Public for Oregon.
My commission expires: Oct. 24, 1958

(SEAL) DOCUMENT 15331 RECORDED MAR 30 1955 3:45 PM SI COHN. County Clerk

15331

QUIT CLAIM DEED

James McDonald and Anne
McDonald, husband and wife,
and A. H. Gattie and Iva
Gattie, husband and wife,

to

Kerr Gifford & Co. Inc.,
a corporation

STATE OF OREGON, }
County of Multnomah } ss.

I, Si Cohn, County Clerk, and ex-officio Re-
corder of Conveyances, in and for said County, do
hereby certify that the within instrument of writing
was received for record and recorded in the record
of DEED of said County at

1955 MAR 30 PM 3 45

In Book

1714

On Page

382

Witness my hand and seal of office affixed.

SI COHN,
County Clerk.

Form Co. Clk.-25 Recording Certificate

Deputy.

KOERNER, YOUNG, MCCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

CARG003641

Albina & Globe 0041.PDF

ASSIGNMENT

Serial No. 22064-1
 No. 22064-1

RIDER TO BE ATTACHED TO AGREEMENT

*Albion
 Dec. 4.*

L. D. No. M. - - Div. No. - - Audit No. A-69047. Dept. No. 22064.

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY and UNION PACIFIC RAILROAD COMPANY,
 Between **/corporations, (collectively called "Railroad Company"),**
 and **KERR GIFFORD & CO. INC., an Oregon corporation, (Lessee).**

Prior Assignments—Date None. Name of assignee _____
 Date _____ Name of assignee _____

Covering **a pipe, one and one-half (1½) inches in diameter, and a pipe two (2) inches in diameter, for conveying water,**

Location **Portland, Multnomah County, Oregon.**

Dated **January 29, 1951** Effective Date **January 1, 1951.** Expiration (Original) **December 31, 1955.**

Expiration (by latest extension) **- -**

Supplements, including extension riders—Dates **None.**

THIS AGREEMENT, made and entered into this **28th** day of **January,** 19 **55,** by and between
KERR GIFFORD & CO. INC., an Oregon corporation,

(hereinafter called "Assignor"), party of the first part,

CARGILL, INCORPORATED, a Delaware corporation,

(hereinafter called "Assignee"), party of the second part, and **OREGON-WASHINGTON RAILROAD & NAVIGATION Company, a corporation of the State of Oregon, and UNION PACIFIC RAILROAD.**
COMPANY, a corporation of the State of
Utah, collectively
 of **Utah,** (hereinafter called "Railroad Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Railroad Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Railroad Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Railroad Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement.

CARG003643

Section 4. This agreement shall be considered as taking effect as of the 31st day
of October, 19 54.

~~Witness:~~
Attest:

[Signature]
Secretary

KERR GIFFORD & CO. INC., Assignor,

By *[Signature]*
President ~~Manager~~

~~Witness:~~
Attest:

[Signature]
Albert G. Egernmayer, Secretary Secretary

CARGILL, INCORPORATED, Assignee,

By *[Signature]*
Erwin E. Keln, Vice ~~President~~ ~~Manager~~

Witness:

[Signature]
G. J. Holloway

OREGON-WASHINGTON RAILROAD & NAVIGATION
COMPANY
UNION PACIFIC RAILROAD..... COMPANY

By *[Signature]*
General Manager

ASSIGNMENT

Should refer to Dept.
No. 22064-1

RIDER TO BE ATTACHED TO AGREEMENT

L. D. No. M. - - Div. No. - - Audit No. **A-69047.** Dept. **22064.**

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY and UNION PACIFIC RAILROAD COMPANY,
Between **/corporations, (collectively called "Railroad Company"),**

and **KERR GIFFORD & CO. INC., an Oregon corporation, (Lessee).**

Prior Assignments—Date **None.** Name of assignee.....

Date..... Name of assignee.....

Covering **a pipe, one and one-half (1½) inches in diameter, and a pipe two (2) inches in diameter, for conveying water,**

Location **Portland, Multnomah County, Oregon.**

Dated **January 29, 1951** Effective Date **January 1, 1951.** Expiration (Original) **December 31, 1955.**

Expiration (by latest extension) - -

Supplements, including extension riders—Dates **None.**

THIS AGREEMENT, made and entered into this **28th** day of **January,** 19**55**, by and between

KERR GIFFORD & CO. INC., an Oregon corporation,

(hereinafter called "Assignor"), party of the first part,

CARGILL, INCORPORATED, a Delaware corporation,

(hereinafter called "Assignee"), party of the second part, and **OREGON-WASHINGTON RAILROAD & NAVIGATION Company, a corporation of the State of Oregon, and UNION PACIFIC RAILROAD.**

COMPANY, a corporation of the State...

collectively

of **Utah,** (hereinafter called "Railroad Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Railroad Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Railroad Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Railroad Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement.

CARG003645

Section 4. This agreement shall be considered as taking effect as of the 31st day
of October, 1954.

~~Witness~~
Attest:

[Signature]
Secretary

KERR GIFFORD & CO. INC., Assignor,

By *[Signature]*
President ~~Witness~~

~~Witness~~
Attest:

[Signature]
Secretary
Albert C. Eggenmayer, Secretary

CARGILL, INCORPORATED, Assignee,

By *[Signature]*
Erwin E. Kelm, Vice President ~~Witness~~

Witness:

[Signature]
G. I. Holloway

OREGON-WASHINGTON RAILROAD & NAVIGATION
COMPANY
UNION PACIFIC RAILROAD COMPANY

By *[Signature]*
General Manager

PIPE LINE CROSSING AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of January, 19 51
by and between OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, a corporation of the State
of Oregon, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah,

hereinafter collectively called the "Railroad Company", and **KERR GIFFORD & CO., INC.**, an Oregon corporation,

hereinafter called the "Licensee", WITNESSETH:

WHEREAS, the Licensee desires to construct and thereafter to maintain and operate a pipe, one and one-half
(1½) inches in diameter, and a pipe two (2) inches in diameter, for conveying water,
a portion of
(hereinafter called the "Pipe Line"), across the right of way and underneath the roadbed and track or tracks of the Railroad Company at or near Portland, County of Multnomah, State of Oregon,
in the location indicated in red upon the plat hereto attached, which plat is hereby made a part of this agreement.

The parties hereto agree as follows:

1. The Railroad Company, for and in consideration of the payments and covenants hereinafter mentioned to be made, kept and performed by said Licensee, does hereby license and permit said Licensee to construct and thereafter, during the term hereof, to maintain and operate the Pipe Line in the location aforesaid.

2. This agreement shall be effective from and after the 1st day of January, 19 51, and shall continue in full force and effect until terminated as hereinafter provided.

3. The Licensee shall and will pay Union Pacific Railroad Company in consideration for the license and permission hereby granted, Five in advance during the term of this agreement, the sum of Five Dollars (\$5.00).

4. The Licensee shall bear the entire expense incurred in connection with the construction, maintenance, renewal and removal of the Pipe Line, including all expense incurred by the Railroad Company in connection therewith for supervision, inspection or otherwise, and all work performed and materials used in connection therewith within the limits of the right of way of the Railroad Company shall be done under the direction of and be satisfactory to the Roadmaster or Section Foreman of the Railroad Company. Direction, supervision or approval of said work by the Railroad Company or its Roadmaster or Section Foreman shall not operate to relieve the Licensee in whole or in part from responsibility for safe and adequate construction, maintenance and operation of the Pipe Line in accordance with this agreement.

5. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the usefulness or safety of the track or tracks of the Railroad Company, or of any other tracks that hereafter may be constructed within the limits of said right of way. The Railroad Company reserves and shall have the right at any and all times to make such changes in its existing track or tracks and structures, or in the present standards thereof, and to construct, maintain and operate such additional tracks and structures on said right of way in the vicinity of the Pipe Line, and over and across the same, as from time to time it may elect and the Licensee shall bear the expense of making such modifications or changes in the location of the Pipe Line as may be required by the Railroad Company in connection with such changes in said track or tracks and structures, or in the present standards thereof, and such additional tracks and structures. All the terms, conditions and stipulations herein expressed with reference to the maintenance, repair and renewal of the Pipe Line in the location hereinbefore described, shall apply to the Pipe Line as relocated, changed or modified within the contemplation of this section.

6. The Pipe Line and all parts thereof within and outside of the limits of the right of way and premises of the Railroad Company shall be constructed and at all times maintained, repaired, renewed and operated in such manner as

to cause no interference whatsoever with the constant, continuous, and uninterrupted use of the tracks, property and premises of the Railroad Company, both as regards operation, maintenance, repairs and renewals, or new construction by the Railroad Company. The Pipe Line and each and every part thereof shall be constructed and maintained at a depth of not less than ~~four and one-half~~ ^{half (1/2)} feet below the base of rail of the Railroad Company's track or tracks.

7. The Licensee shall indemnify and hold harmless the Railroad Company from and against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may result from any injury to or the death of any person whomsoever, or from the loss of or damage to property of any kind or nature, including damage to the roadbed, tracks, equipment or other property of the Railroad Company, when such injury, death, loss or damage is due to the existence of the Pipe Line, or to the construction, maintenance, operation, repair or renewal thereof, or to the contents therein or therefrom. The Licensee does hereby release the Railroad Company from all liability for damages on account of injury to the Pipe Line from any cause whatsoever.

8. This license may be revoked at any time by the Railroad Company or its successors or assigns, by the giving of thirty (30) days' notice in writing mailed to the Licensee at the address noted below the signature of the Licensee hereto, and should the Pipe Line be permitted to be in bad order or condition for twenty-four (24) hours, then the Railroad Company may at once revoke this license without notice, and in the event of termination of this agreement howsoever the Licensee shall be without recourse or redress of any character against the Railroad Company by reason thereof, nor shall such termination prejudice or impair any right of action for damages or otherwise that the Railroad Company may have against the Licensee.

9. Within fifteen (15) days after the termination of this agreement howsoever, the Licensee shall remove all property of the Licensee herein provided for from that portion of the right of way of the Railroad Company not occupied by the said roadbed and track or tracks, and shall restore, to the satisfaction of the Railroad Company, the said right of way to as good condition as it was in at the time of the construction of the Pipe Line; and if the Licensee fails so to do, the Railroad Company may do such work of removal and restoration at the cost and expense of the Licensee. The Railroad Company, may at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portion of the Pipe Line located underneath said roadbed and track or tracks, and restore said roadbed to as good a condition as it was in at the time of the construction of the Pipe Line, or it may permit the Licensee to do such work of removal and restoration under the supervision of the Railroad Company; and in the event of the removal by the Railroad Company of the property of the Licensee and of the restoration of said roadbed and right of way as herein provided, the Railroad Company shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages or otherwise that the Railroad Company may have against the Licensee.

10. The waiver by the Railroad Company of the breach of any condition, covenant or agreement herein contained, to be kept and performed by the Licensee, shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.

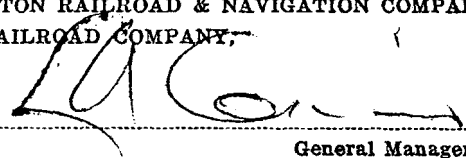
11. The Licensee shall not assign this agreement or any of the rights hereunder without the written consent of the Railroad Company.

12. This agreement shall be binding upon and inure to the benefit of the Railroad Company, its successors and assigns, the Licensee and the heirs, executors, administrators, successors and assigns of the Licensee. The protective and indemnifying provisions hereof shall also inure to the benefit of any other railroad company or companies or other persons or corporations lawfully using or occupying the tracks or right of way of the Railroad Company.

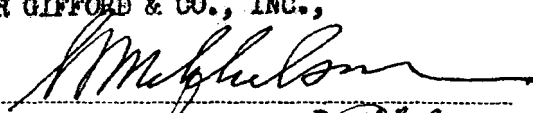
13. Special Provisions: **Unless terminated at an earlier date as herein elsewhere provided, this agreement shall expire by limitation on December 31, 1955.**

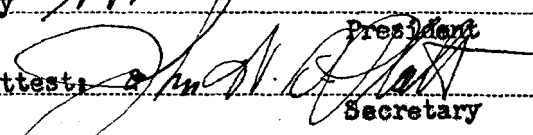
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY,
UNION PACIFIC RAILROAD COMPANY,

By 
General Manager.

KERR GIFFORD & CO., INC.,

By 
President

Attest: 
Secretary

Address Portland, Oregon.

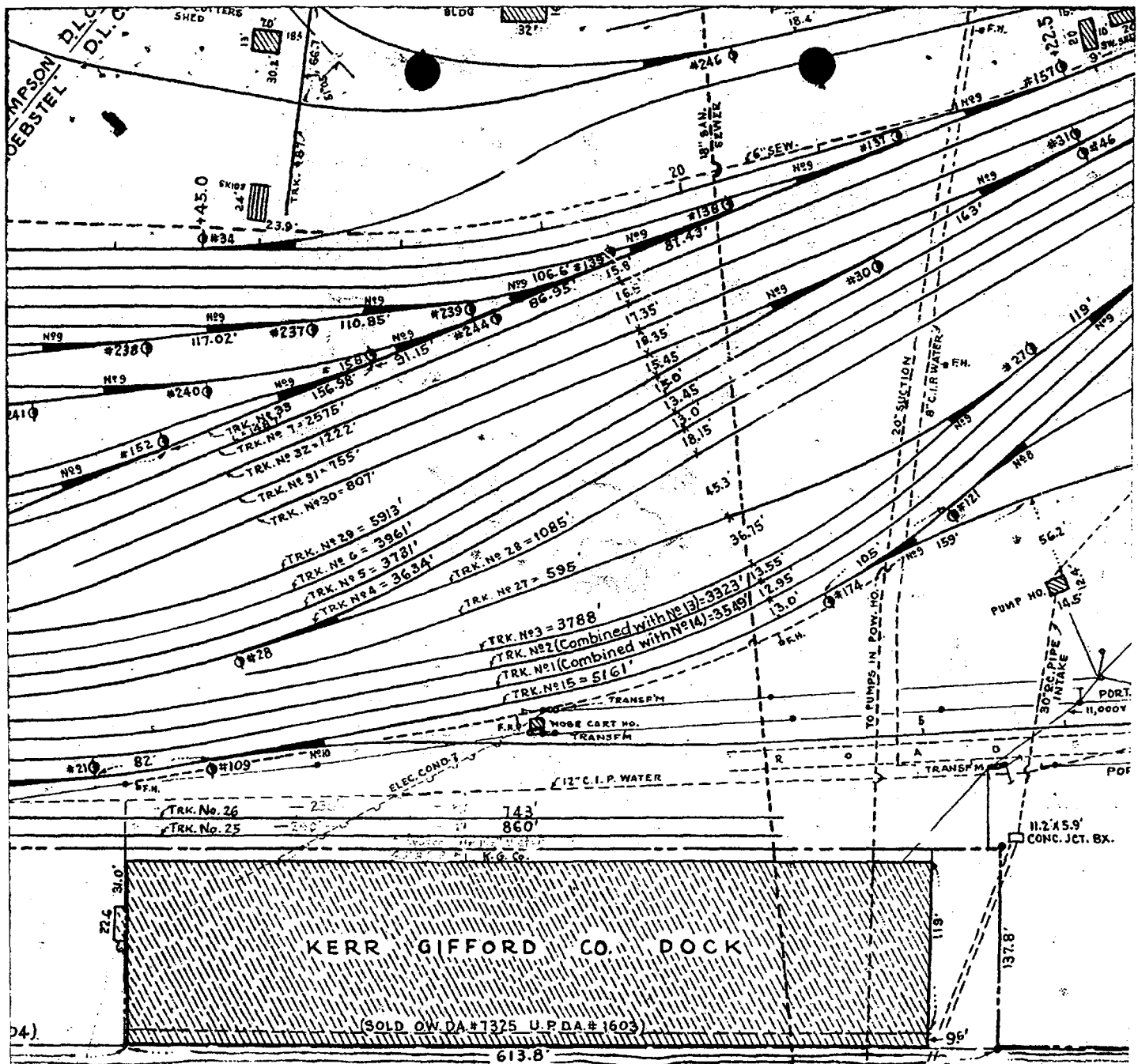


Exhibit "A"
 O.W.R. & N.Co.
 Union Pacific Railroad Co. (Lessee)
 PORTLAND, OREGON

To accompany agreement with
 Kerr-Gifford & Co., Inc.,
 covering water line crossings

Scale: 1" = 100'
 Office of Chief Engineer
 Omaha, Nebr., Dec. 1, 1950

* L E G E N D *

Water lines shown. Red

Albina & Globe 0042.PDF

QUIT CLAIM DEED

BOOK 1714 PAGE 379

KNOW ALL MEN BY THESE PRESENTS, That CARGILL, INCORPORATED, a corporation, in consideration of One Dollar (\$1.00) to it paid by KERR GIFFORD & CO. INC., a corporation, does hereby remise, release and forever quitclaim unto the said Kerr Gifford & Co. Inc., its successors and assigns, all of its right, title and interest, if any, acquired by virtue of that certain deed recorded January 28, 1955 in Book 1702 at page 539, Deed Records, Multnomah County, Oregon in and to the following described parcels of real property situated in the County of Multnomah, State of Oregon, to-wit:

PARCEL A. A piece or parcel of land situated in Section 28 in Township 1 North of Range 1 East of the Willamette Meridian, described as follows, to-wit: Beginning at the harbor monument, as set by the U. S. Engineers in the center line of N. Railroad Street (formerly Railroad Avenue) produced Northwesterly, in the City of Portland, distant North 52°30' West 988 feet, measured along the center line of said N. Railroad Street and said center line produced Northwesterly from the City monument in the center line of N. Harding Avenue (formerly Harding Street) in said City; thence North 89°41'35" West a distance of 918.97 feet to the true point of beginning of this description; thence South 50°36' West a distance of 137.6 feet more or less, to a point on the Harbor Line of the Willamette River; thence North 39°25' West along said Harbor Line a distance of 613.8 feet to a point thereon; thence North 50°36' East a distance of 137.8 feet to a point; thence South 39°24' East a distance of 613.8 feet, more or less, to the true point of beginning; subject, however, to the public rights of navigation and fishing, and to the rights of the State of Oregon in and to that portion thereof lying below low water mark of the Willamette River; in the City of Portland, County of Multnomah and State of Oregon.

PARCEL B. A piece or parcel of land situated in Section 28 in Township 1 North of Range 1 East of the Willamette Meridian, described as follows, to-wit: Beginning at the harbor monument, as set by the U. S. Engineers, in the center line of N. Railroad Street (formerly Railroad Avenue) produced Northwesterly, in the City of Portland, distant North 52°30' West 988 feet, measured along the center line of said N. Railroad Street and said center line produced Northwesterly, from the City monument in the center

line of N. Harding Avenue (formerly Harding Street) in said City; thence North $89^{\circ}41'35''$ West a distance of 918.97 feet to a point; thence South $50^{\circ}36'$ West a distance of 137.6 feet, more or less, to a point on the Harbor Line of the Willamette River; thence North $39^{\circ}25'$ West along said Harbor Line a distance of 613.8 feet to the true point of beginning of this description; thence continuing North $39^{\circ}25'$ West along said Harbor Line a distance of 300 feet to a point thereon; thence North $50^{\circ}36'$ East a distance of 137.8 feet to a point; thence South $39^{\circ}25'$ East along a line that is parallel with said Harbor Line a distance of 300 feet to a point; thence South $50^{\circ}36'$ West a distance of 137.8 feet to the true point of beginning; subject, however, to the public rights of navigation and fishing, and to the rights of the State of Oregon in and to that portion thereof lying below low water mark of the Willamette River; in the City of Portland, County of Multnomah and State of Oregon;

SUBJECT TO: (a) Reservation for minerals and mineral rights in deed recorded June 23, 1948 from Union Pacific Railroad Company to Kerr Gifford & Co. Inc., and

(b) Exception and reservation of a railroad track as reserved in deed from Union Pacific Railroad Company to Kerr Gifford & Co. Inc. recorded June 23, 1948 as Instrument No. 26998.

The purpose of this deed is to correct an error created by the giving of the deed from Kerr Gifford & Co. Inc. to Cargill, Incorporated above-mentioned; Kerr Gifford & Co. Inc. having previously conveyed said parcels to James McDonald and A. H. Gattie.

TO HAVE AND TO HOLD the same unto the said Kerr Gifford & Co. Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Cargill, Incorporated has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed this 28th day of February, 1955.

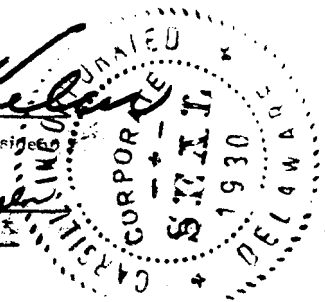
CARGILL, INCORPORATED

By

Erwin E. Kelm
Erwin E. Kelm, Vice President

By

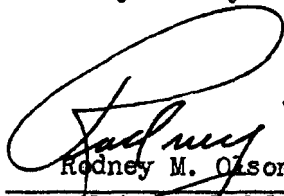
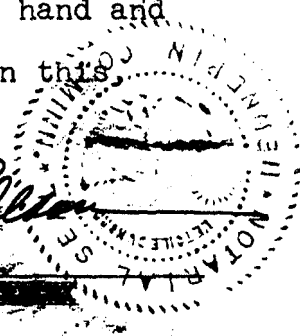
Albert G. Egermayer
Albert G. Egermayer, Secretary



STATE OF MINNESOTA)
 : ss
 County of HENNEPIN)

On this 28th day of February, 1955, before me
 appeared Erwin E. Kelm and Albert G. Egermayer,
 to me personally known, who, being duly sworn, did say that he,
 the said Erwin E. Kelm is the Vice President, and
 he, the said Albert G. Egermayer is the Secretary
 of CARGILL, INCORPORATED, the within named corporation, and that
 the seal affixed to said instrument is the corporate seal of
 said corporation, and that said instrument was signed and sealed
 in behalf of said corporation by authority of its Board of Directors,
 and said Erwin E. Kelm and Albert G. Egermayer
 acknowledged said instrument to be the free act and deed of said
 corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
 affixed my official seal this the day and year first in this,
 my certificate written.


 Rodney M. Olson
 Notary Public 

My commission expires:
 RODNEY M. OLSON
 Notary Public, Hennepin County, Minn.
 My Commission Expires Dec. 9, 1961.

(SEAL) DOCUMENT 15330 RECORDED MAR 30 1955 3:45 PM SI COHN, County Clerk

15330

QUIT CLAIM DEED

Cargill, Incorporated,
a corporation

to

Kerr Gifford & Co. Inc.,
a corporation

STATE OF OREGON, }
County of Multnomah } ss.

I, Si Cohn, County Clerk, and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record

of DEED of said County at

1955 MAR 30 PM 3 45

In Book

1714

On Page

379

Witness my hand and seal of office affixed.

SI COHN,
County Clerk.

Deputy.

Form Co. Clk.-25 Recording Certificate

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

CARG003655

Albina & Globe 0043.PDF

BARGAIN AND SALE DEED

BOOK 1702 PAGE 539

11/8/55

KNOW ALL MEN BY THESE PRESENTS, That KERR GIFFORD & CO. INC., an Oregon corporation, Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration to it paid by CARGILL, INCORPORATED, a corporation, Grantee, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Multnomah, State of Oregon, to-wit:

PARCEL A. A piece or parcel of land situated in Section 28 in Township 1 North of Range 1 East of the Willamette Meridian, described as follows, to-wit: Beginning at the harbor monument, as set by the U. S. Engineers in the center line of N. Railroad Street (formerly Railroad Avenue) produced Northwesterly, in the City of Portland, distant North 52°30' West 988 feet, measured along the center line of said N. Railroad Street and said center line produced Northwesterly from the City monument in the center line of N. Harding Avenue (formerly Harding Street) in said City; thence North 89°41'35" West a distance of 918.97 feet to the true point of beginning of this description; thence South 50°36' West a distance of 137.6 feet more or less, to a point on the Harbor Line of the Willamette River; thence North 39°25' West along said Harbor Line a distance of 613.8 feet to a point thereon; thence North 50°36' East a distance of 137.8 feet to a point; thence South 39°24' East a distance of 613.8 feet, more or less, to the true point of beginning; subject, however, to the public rights of navigation and fishing, and to the rights of the State of Oregon in and to that portion thereof lying below low water mark of the Willamette River; in the City of Portland, County of Multnomah and State of Oregon.

PARCEL B. A piece or parcel of land situated in Section 28 in Township 1 North of Range 1 East of the Willamette Meridian, described as follows, to-wit: Beginning at the harbor monument, as set by the U. S. Engineers, in the center line of N. Railroad Street (formerly Railroad Avenue) produced Northwesterly, in the City of Portland, distant North 52°30' West 988 feet, measured along the center line of said N. Railroad Street and said center line produced Northwesterly, from the City monument in the center line of N. Harding Avenue (formerly Harding Street) in said City; thence North 89°41'35" West a distance of 918.97 feet to a point; thence South 50°36' West

a distance of 137.6 feet, more or less, to a point on the Harbor Line of the Willamette River; thence North 39°25' West along said Harbor Line a distance of 613.8 feet to the true point of beginning of this description; thence continuing North 39°25' West along said Harbor Line a distance of 300 feet to a point thereon; thence North 50°36' East a distance of 137.8 feet to a point; thence South 39°25' East along a line that is parallel with said Harbor Line a distance of 300 feet to a point; thence South 50°36' West a distance of 137.8 feet to the true point of beginning; subject, however, to the public rights of navigation and fishing, and to the rights of the State of Oregon in and to that portion thereof lying below low water mark of the Willamette River; in the City of Portland, County of Multnomah and State of Oregon;

SUBJECT TO: (a) Reservation for minerals and mineral rights in deed recorded June 23, 1948 from Union Pacific Railroad Company to Kerr Gifford & Co. Inc., and

(b) Exception and reservation of a railroad track as reserved in deed from Union Pacific Railroad Company to Kerr Gifford & Co. Inc. recorded June 23, 1948 as Instrument No. 26998.

TO HAVE AND TO HOLD the above described and granted premises unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and the corporate seal to be affixed this 12TH day of NOVEMBER, 1954.

KERR GIFFORD & CO., INC.

By *Thomas Kerr*

Attest:

J. Sanford

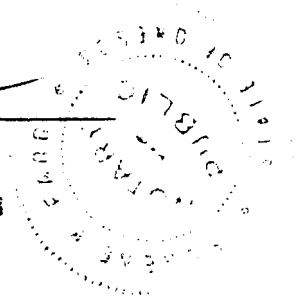
NO REVENUE STAMPS: EXEMPT UNDER REGULATION 71 (1941) SECTION 113.83(g)

STATE OF OREGON)
) ss
 County of Multnomah)

On this 18th day of January, 1955,
 before me appeared Thomas Kerr and J. J. Harsfield,
 to me personally known, who, being duly sworn, did say that he,
 the said Thomas Kerr is the President, and he,
 the said J. J. Harsfield is the Secretary of KERR
 GIFFORD & CO. INC., the within named corporation, and that
 the seal affixed to said instrument is the corporate seal of
 said corporation, and that said instrument was signed and sealed
 in behalf of said corporation by authority of its Board of
 Directors, and said Thomas Kerr and J. J. Harsfield
 acknowledged said instrument to be the free act and deed of said
 corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
 affixed my official seal this the day and year first in my
 certificate written.

Eugene A. Kerr
 Notary Public for Oregon
 My commission expires:
 MY COMMISSION EXPIRES JULY 12, 1958



(SEAL) DOCUMENT 4495 RECORDED JAN 20 1955 1:43 P M H. COHEN, County Clerk

4495

K6

BARGAIN AND SALE DEED

Kerr Gifford & Co. Inc., a
corporation,

to

Cargill, Incorporated, a
corporation

STATE OF OREGON, }
County of Multnomah } ss.

I, Si Cohn, County Clerk, and ex-officio Re-
corder of Conveyances, in and for said County, do
hereby certify that the within instrument of writing
was received for record and recorded in the record

of DEED of said County at

1955 JAN 28 PM 1 43

In Book

1702

On Page

539

Witness my hand and seal of office affixed.

SI COHN,
County Clerk.

Form Co. Clk.-25 Recording Certificate

Deputy.

KOERNER, YOUNG, McCOLLOCH & DEZENDORF

ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

225

CARG003660

Albina & Globe 0044.PDF

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That KERR GIFFORD & CO. INC., an Oregon corporation, Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration to it paid by CARGILL, INCORPORATED, a corporation, Grantee, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Multnomah, State of Oregon, to-wit:

PARCEL A. A piece or parcel of land situated in Section 28 in Township 1 North of Range 1 East of the Willamette Meridian, described as follows, to-wit: Beginning at the harbor monument, as set by the U. S. Engineers in the center line of N. Railroad Street (formerly Railroad Avenue) produced Northwesterly, in the City of Portland, distant North 52°30' West 988 feet, measured along the center line of said N. Railroad Street and said center line produced Northwesterly from the City monument in the center line of N. Harding Avenue (formerly Harding Street) in said City; thence North 89°41'35" West a distance of 918.97 feet to the true point of beginning of this description; thence South 50°36' West a distance of 137.6 feet more or less, to a point on the Harbor Line of the Willamette River; thence North 39°25' West along said Harbor Line a distance of 613.8 feet to a point thereon; thence North 50°36' East a distance of 137.8 feet to a point; thence South 39°24' East a distance of 613.8 feet, more or less, to the true point of beginning; subject, however, to the public rights of navigation and fishing, and to the rights of the State of Oregon in and to that portion thereof lying below low water mark of the Willamette River; in the City of Portland, County of Multnomah and State of Oregon.

PARCEL B. A piece or parcel of land situated in Section 28 in Township 1 North of Range 1 East of the Willamette Meridian, described as follows, to-wit: Beginning at the harbor monument, as set by the U. S. Engineers, in the center line of N. Railroad Street (formerly Railroad Avenue) produced Northwesterly, in the City of Portland, distant North 52°30' West 988 feet, measured along the center line of said N. Railroad Street and said center line produced Northwesterly, from the City monument in the center line of N. Harding Avenue (formerly Harding Street) in said City; thence North 89°41'35" West a distance of 918.97 feet to a point; thence South 50°36' West

a distance of 137.6 feet, more or less, to a point on the Harbor Line of the Willamette River; thence North 39°25' West along said Harbor Line a distance of 613.8 feet to the true point of beginning of this description; thence continuing North 39°25' West along said Harbor Line a distance of 300 feet to a point thereon; thence North 50°36' East a distance of 137.8 feet to a point; thence South 39°25' East along a line that is parallel with said Harbor Line a distance of 300 feet to a point; thence South 50°36' West a distance of 137.8 feet to the true point of beginning; subject, however, to the public rights of navigation and fishing, and to the rights of the State of Oregon in and to that portion thereof lying below low water mark of the Willamette River; in the City of Portland, County of Multnomah and State of Oregon;

SUBJECT TO: (a) Reservation for minerals and mineral rights in deed recorded June 23, 1948 from Union Pacific Railroad Company to Kerr Gifford & Co. Inc., and

(b) Exception and reservation of a railroad track as reserved in deed from Union Pacific Railroad Company to Kerr Gifford & Co. Inc. recorded June 23, 1948 as Instrument No. 26998.

TO HAVE AND TO HOLD the above described and granted premises unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and the corporate seal to be affixed this 12th day of

November, 1954.

KERR GIFFORD & CO. INC.

By *[Signature]*

Attest:

[Signature]

STATE OF OREGON)
 :ss
County of Multnomah)

On this 18th day of January, 1955,
before me appeared Thomas Kerr and J.J. Sanfield,
to me personally known, who, being duly sworn, did say that he,
the said Thomas Kerr is the President, and he,
the said J.J. Sanfield is the Secretary of KERR
GIFFORD & CO. INC., the within named corporation, and that
the seal affixed to said instrument is the corporate seal of
said corporation, and that said instrument was signed and sealed
in behalf of said corporation by authority of its Board of
Directors, and said Thomas Kerr and J.J. Sanfield
acknowledged said instrument to be the free act and deed of said
corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal this the day and year first in my
certificate written.

Eugene K. Tice
Notary Public for Oregon
My commission expires:
MY COMMISSION EXPIRES JULY 12, 1958

Albina & Globe 0045.PDF

11/12/58

KNOW ALL MEN BY THESE PRESENTS, That KERR GIFFORD & CO. INC., an Oregon corporation, Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration to it paid by CARGILL, INCORPORATED, a corporation, Grantee, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Multnomah, State of Oregon, to-wit:

All those parts of Block thirty-five (35) of WHEELER'S ADDITION TO THE CITY OF EAST PORTLAND, now a part of the City of Portland, described as follows: Commencing at a point on the East line of said Block 35, that is 72 feet distant Northerly from the intersection of said East line produced Southerly, with the South line of N. Pacific Street; thence North $57^{\circ}44'$ West along a straight line which forms an angle of $58^{\circ}01'$ from North to Northwest with said East line of Block 35 a distance of 146.10 feet to a point in the Southeasterly line of that certain parcel of land heretofore conveyed to the Oregon Railway and Navigation Company by the Oregon and California Railroad Company by Deed dated December 5, 1887, recorded in Book 100, page 37, Deed Records of Multnomah County; thence South $47^{\circ}12'40''$ West along the Easterly line of said parcel of land conveyed to the Oregon Railway and Navigation Company by said Deed dated December 5, 1887, a distance of 12.36 feet to the point of beginning of the parcel of land hereby conveyed; thence North $45^{\circ}43'$ West a distance of 12 feet; thence North $54^{\circ}21'$ West a distance of 12 feet; thence North $58^{\circ}05'$ West a distance of 14 feet; thence North $58^{\circ}56'$ West a distance of 12.7 feet; thence South $47^{\circ}12'40''$ West a distance of 123.6 feet to a point on Harbor Line on the East side of the Willamette River; thence South $34^{\circ}13'$ East along said Harbor Line a distance of 50.05 feet to a point in the Southeasterly line of said parcel of land, heretofore referred to, conveyed to said Oregon Railway and Navigation Company by the Oregon and California Railroad Company by said Deed dated December 5, 1887; thence North $47^{\circ}12'40''$ East along the Southeasterly line of said parcel of land conveyed by said Deed dated December 5, 1887 a distance of 141.3 feet to the point of beginning; subject, however to the public rights of navigation and fishing, and to the rights of the State of Oregon

in and to that portion thereof lying below low water mark of the Willamette River; excepting and excluding any improvements and structure thereon not owned by the Railroad Company; in the City of Portland, County of Multnomah and State of Oregon;

SUBJECT TO: Reservation for minerals and mineral rights as set forth in deed from Union Pacific Railroad Company to Kerr Gifford & Co. Inc., recorded June 23, 1948 as Instrument No. 26994.

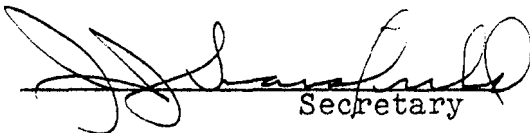
TO HAVE AND TO HOLD the above described and granted premises unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and the corporate seal to be affixed this 12th day of November, 1954.

KERR GIFFORD & CO., INC.

By 

Attest:


Secretary

NO REVENUE STAMPS; EXEMPT UNDER REGULATION 71 (1941) SECTION 113.83(g)

STATE OF OREGON)
 : ss
County of Multnomah)

On this 18th day of January, 1955
before me appeared Thomas Kerr and J. J. Linsfield,
to me personally known, who, being duly sworn, did say that
he, the said Thomas Kerr is the President, and he,
the said J. J. Linsfield is the Secretary of KERR
GIFFORD & CO. INC., the within named corporation, and that
the seal affixed to said instrument is the corporate seal of
said corporation, and that said instrument was signed and sealed
in behalf of said corporation by authority of its Board of
Directors, and said Thomas Kerr and J. J. Linsfield
acknowledged said instrument to be the free act and deed of
said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed my official seal this the day and year first in my
certificate written.

Eugene A. Har
Notary Public for Oregon
My commission expires:
MY COMMISSION EXPIRES JULY 12, 1958.

(SEAL) DOCUMENT 4494 RECORDED JAN 20 1955 1:43P M. B. COHEN, County Clerk

4494

K6

BARGAIN AND SALE DEED

Kerr Gifford & Co. Inc.,
a corporation,

to

Cargill, Incorporated, a
corporation

13

STATE OF OREGON, }
County of Multnomah } ss.

I, Si Cohn, County Clerk, and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record

DEED of said County at

1955 JAN 28 PM 1 43

In Book

1702

On Page

536

Witness my hand and seal of office affixed.

SI COHN,
County Clerk.

J. E. Smith
Deputy.

Form Co. Clk.-25 Recording Certificate

KOERNER, YOUNG, MCCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

225

CARG003669

Albina & Globe 0046.PDF

Book 1202
Page 586

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That KERR GIFFORD & CO. INC., an Oregon corporation, Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration to it paid by CARGILL, INCORPORATED, a corporation, Grantee, does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Multnomah, State of Oregon, to-wit:

All those parts of Block thirty-five (35) of WHEELER'S ADDITION TO THE CITY OF EAST PORTLAND, now a part of the City of Portland, described as follows: Commencing at a point on the East line of said Block 35, that is 72 feet distant Northerly from the intersection of said East line produced Southerly, with the South line of N. Pacific Street; thence North 57°44' West along a straight line which forms an angle of 58°01' from North to North-west with said East line of Block 35 a distance of 146.10 feet to a point in the Southeasterly line of that certain parcel of land heretofore conveyed to the Oregon Railway and Navigation Company by the Oregon and California Railroad Company by Deed dated December 5, 1887, recorded in Book 100, page 37, Deed Records of Multnomah County; thence South 47°12'40" West along the Easterly line of said parcel of land conveyed to the Oregon Railway and Navigation Company by said Deed dated December 5, 1887, a distance of 12.36 feet to the point of beginning of the parcel of land hereby conveyed; thence North 45°43' West a distance of 12 feet; thence North 54°21' West a distance of 12 feet; thence North 58°05' West a distance of 14 feet; thence North 58°56' West a distance of 12.7 feet; thence South 47°12'40" West a distance of 123.6 feet to a point on Harbor Line on the East side of the Willamette River; thence South 34°13' East along said Harbor Line a distance of 50.05 feet to a point in the Southeasterly line of said parcel of land, heretofore referred to, conveyed to said Oregon Railway and Navigation Company by the Oregon and California Railroad Company by said Deed dated December 5, 1887; thence North 47°12'40" East along the Southeasterly line of said parcel of land conveyed by said Deed dated December 5, 1887 a distance of 141.3 feet to the point of beginning; subject, however to the public rights of navigation and fishing, and to the rights of the State of Oregon

in and to that portion thereof lying below low water mark of the Willamette River; excepting and excluding any improvements and structure thereon not owned by the Railroad Company; in the City of Portland, County of Multnomah and State of Oregon;

SUBJECT TO; Reservation for minerals and mineral rights as set forth in deed from Union Pacific Railroad Company to Kerr Gifford & Co. Inc., recorded June 23, 1948 as Instrument No. 26994.

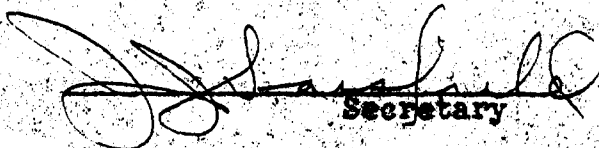
TO HAVE AND TO HOLD the above described and granted premises unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and the corporate seal to be affixed this 12th day of NOVEMBER, 1954.

KERR GIFFORD & CO. INC.

By 

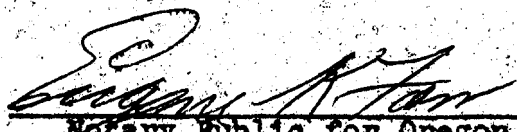
Attest:


Secretary

STATE OF OREGON)
 : ss
County of Multnomah)

On this 18th day of January, 1955
before me appeared Thomas Kerr and J. J. Shersfield,
to me personally known, who, being duly sworn, did say that
he, the said Thomas Kerr is the President, and he,
the said J. J. Shersfield is the Secretary of KERR
GIFFORD & CO. INC., the within named corporation, and that
the seal affixed to said instrument is the corporate seal of
said corporation, and that said instrument was signed and sealed
in behalf of said corporation by authority of its Board of
Directors, and said Thomas Kerr and J. J. Shersfield
acknowledged said instrument to be the free act and deed of
said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed my official seal this the day and year first in my
certificate written.


Notary Public for Oregon
My commission expires:

MY COMMISSION EXPIRES JULY 12, 1958

KNOW ALL MEN BY THESE PRESENTS, That KERR GIFFORD & CO., INC., a corporation, organized under the laws of the State of Oregon, in consideration of the sum of Ten Dollars (\$10.00) to it paid by JAMES McDONALD and A. H. GATTIE, has bargained and sold and by these presents does grant, bargain, sell and convey unto the said JAMES McDONALD and A. H. GATTIE, their heirs and assigns, all the following bounded and described real property situated in the County of Multnomah, State of Oregon; to wit:

PARCEL NO. 1:

All those parts of Block Thirty-five (35) of Wheeler's Addition to the City of East Portland, now a part of the City of Portland, Multnomah County, Oregon, N. Pacific Street (formerly Pacific Street) vacated under Ordinance No. 20907 of the City of Portland, passed by the City Council on March 9, 1910, and land, if any, lying between the westerly boundary line of said Wheeler's Addition, according to the official plat thereof, and the Harbor Line on the east side of the Willamette River, described as follows, to wit:

Commencing at a point on the east line of said Block Thirty-five (35) that is seventy-two (72) feet distant northerly from the intersection of said east line, produced southerly, with the south line of N. Pacific Street; thence North fifty-seven degrees and forty-four minutes West (N. $57^{\circ} 44' W.$) along a straight line which forms an angle of fifty-eight degrees and one minute ($58^{\circ} 01'$) from north to northwest with said east line of Block Thirty-five (35) a distance of one hundred forty-six and one-tenth (146.10) feet to a point in the southeasterly line of that certain parcel of land heretofore conveyed to the Oregon Railway and Navigation Company by the Oregon and California Railroad Company by deed dated December 5, 1887, recorded in Book 100, page 37, Deed Records of said Multnomah County; thence South forty-seven degrees, twelve minutes and forty seconds West (S. $47^{\circ} 12' 40'' W.$) along the easterly line of said parcel of land conveyed to the Oregon Railway and Navigation Company by said deed dated December 5, 1887, a distance of twelve and thirty-six hundredths (12.36) feet to the point of beginning of the parcel of land hereby conveyed; thence North forty-five degrees and forty-three minutes West (N. $45^{\circ} 43' W.$) a distance of twelve (12) feet; thence North fifty-four degrees and twenty-one minutes West (N. $54^{\circ} 21' W.$) a distance of twelve (12) feet; thence North fifty-eight degrees and five minutes West (N. $58^{\circ} 05' W.$) a distance of fourteen (14) feet; thence North fifty-eight degrees and fifty-six minutes West (N. $58^{\circ} 56' W.$) a distance of twelve and seven tenths (12.7) feet; thence South forty-seven degrees, twelve minutes and forty seconds West (S. $47^{\circ} 12' 40'' W.$) a distance of one hundred twenty-three and six tenths (123.6) feet to a point on Harbor Line on the east side of the Willamette River;

thence South thirty-four degrees and thirteen minutes East (S. 34° 13' E.) along said Harbor Line a distance of fifty and five hundredths (50.05) feet to a point in the southeasterly line of said parcel of land, heretofore referred to, conveyed to said Oregon Railway and Navigation Company by the Oregon and California Railroad Company by said deed dated December 5, 1887; thence North forty-seven degrees, twelve minutes and forty seconds East (N. 47° 12' 40" E.) along the southeasterly line of said parcel of land conveyed by said deed dated December 5, 1887 a distance of one hundred forty-one and three tenths (141.3) feet to the point of beginning; excepting and excluding any improvements and structures thereon not owned by the grantor; also excluding that portion of the above-described property which lies below ordinary low-water mark of the Willamette River.

Subject to those certain exceptions and reservations contained in deed dated June 4, 1947 from Oregon-Washington Railroad & Navigation Company to Union Pacific Railroad Company conveying the above property, which reservations are as follows:

EXCEPTING from this grant and reserving unto the grantor, its successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the grantee, its successors or assigns.

PARCEL NO. 2:

A piece of parcel of land situated in Section Twenty-eight (28), Township One (1) North, Range One (1) East of the Willamette Meridian in the City of Portland, Multnomah County, Oregon, described as follows, to wit:

Beginning at the harbor monument, as set by the U. S. Engineers, in the center line of N. Railroad Street, (formerly Railroad Avenue) produced northwesterly, in said City, distant North Fifty-two degrees and thirty minutes West (N. 52° 30' W.) nine hundred eighty-eight (988) feet, measured along the center line of said N. Railroad Street and said center line produced northwesterly, from the City monument in the center line of N. Harding Avenue, (formerly Harding Street) in said City; thence North eighty-nine degrees, forty-one minutes and thirty-five seconds West (N. 89° 41' 35" W.) a distance of nine hundred eighteen and ninety-seven hundredths (918.97) feet to a point; thence South fifty degrees and thirty-six minutes West (S. 50° 36' W.) a distance of one hundred thirty-seven and six tenths (137.6) feet, more or less, to a point on the Harbor Line of the Willamette River; thence North thirty-nine degrees and twenty-five minutes West (N. 39° 25' W.) along said Harbor Line a distance of six hundred thirteen and eight tenths (613.8) feet to the true point of beginning of this description; thence continuing North thirty-nine degrees and twenty-five minutes West (N. 39° 25' W.) along said Harbor Line a distance of three hundred (300) feet to a point thereon; thence North fifty degrees and thirty-six minutes East (N. 50° 36' E.) a distance of one hundred

thirty-seven and eight tenths (137.8) feet to a point; thence South thirty-nine degrees and twenty-five minutes East (S. 39° 25' E.) along a line that is parallel with said Harbor Line a distance of three hundred (300) feet to a point; thence South fifty degrees and thirty--six minutes West (S. 50° 36' W.) a distance of one hundred thirty seven and eight-tenths (137.8) feet to the true point of beginning; including ballast dock and derrick located on the property described in this paragraph; excluding, however, that portion of the above-described property which lies below ordinary low-water mark of the Willamette River.

Subject to those exceptions and reservations contained in deed dated June 3, 1947 from Oregon-Washington Railroad & Navigation Company and City Bank Farmers Trust Company, as Trustee, to Union Pacific Railroad Company conveying said premises, which reservations are as follows:

EXCEPTING from this grant and reserving unto Oregon-Washington Railroad & Navigation Company, its successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Oregon-Washington Railroad & Navigation Company, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the grantee, its successors or assigns.

FURTHER EXCEPTING from this grant and reserving unto Oregon-Washington Railroad & Navigation Company, its successors and assigns forever, that certain railroad track now located on the property hereby conveyed.

PARCEL NO. 3:

A piece or parcel of land situate in Section Twenty-eight (28), Township One (1) North, Range One (1) East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows, to wit:

Beginning at the harbor monument, as set by the U. S. Engineers, in the center line of N. Railroad Street (formerly Railroad Avenue) produced northwesterly, in said City, distant North fifty-two degrees and thirty minutes West (N. 52° 30' W.) nine hundred eighty-eight (988) feet, measured along the center line of said N. Railroad Street and said center line produced northwesterly, from the City monument in the center line of N. Harding Avenue (formerly Harding Street) in said City; thence north eighty-nine degrees, forty-one minutes and thirty-five seconds West (N. 89° 41' 35" W.) a distance of nine hundred eighteen and ninety-seven hundredths (918.97) feet to the true point of beginning of this description; thence South fifty degrees and thirty-six minutes West (S. 50° 36' W.) a distance of one hundred thirty-seven and six tenths (137.6) feet, more or less, to a point on the Harbor Line of the Willamette River; thence North thirty-nine degrees and twenty-five minutes West (N. 39° 25' W.) along said Harbor Line a distance of six hundred thirteen and eight tenths (613.8) feet to a point thereon; thence North fifty degrees and thirty-six minutes East (N. 50° 36' E.) a distance of one hundred thirty-seven and eight tenths (137.8) feet to a point; thence South thirty-nine degrees

and twenty-four minutes East (S. 39° 24' E.) a distance of six hundred thirteen and eight tenths (613.8) feet, more or less to the true point of beginning; excluding that portion of said property which lies below ordinary low-water mark of the Willamette River.

Subject to those exceptions and reservations contained in deed dated June 4, 1947 from Oregon-Washington Railroad & Navigation Company, a corporation, to Union Pacific Railroad Company conveying the above described and granted premises, which reservations are as follows:

EXCEPTING from this grant and reserving unto the grantor, its successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the grantee, its successors or assigns.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all right, title and interest in and to the same.

TO HAVE AND TO HOLD the above described granted and sold premises unto the said JAMES McDONALD and A. H. GATTIE, their heirs and assigns forever.

Done by order of the Board of Directors, with the seal of said corporation, this 24th day of December, 1953.



KERR GIFFORD & CO., INC.

By

[Signature]
Vice President

By

[Signature]
Secretary

1637 316

STATE OF OREGON

County of Multnomah

ss.

On this 24th day of December, 1953, before me appeared S. E. MIKKELSON ~~THOMAS~~ and JOHN W. S. PLATT, to me personally known, who, being S. E. MIKKELSON Vice duly sworn, did say that he, the said ~~THOMAS~~, is the President, and he, the said JOHN W. S. PLATT, is the Secretary, of KERR GIFFORD & CO. INC., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and ~~THOMAS~~ S. E. MIKKELSON and JOHN W. S. PLATT acknowledged said instrument to be the free act and deed of said corporation.

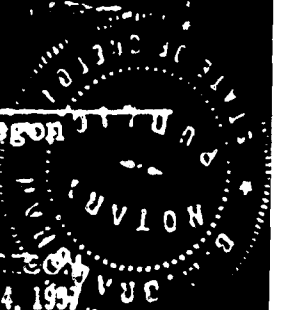
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the day and year first in this, my certificate, written.

B. M. Bradshaw

Notary Public for Oregon

My Commission expires:

NOTARY PUBLIC FOR OREGON
My Commission Expires Oct. 14, 1957



RECORDED 57855 INDEXED DEC 31 1953 1:07 P M SI COHN, County Clerk

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TITLE INSURANCE • • ESCROWS

ATWATER 8141 • 731 S. W. STARK STREET

PORTLAND 5, OREGON

\$ 25,000.00

No. 198411

Owner's Title Insurance Policy

FOR VALUE, COMMONWEALTH, INC., a corporation (incorporated under the laws of the State of Oregon and duly authorized by the State Insurance Commissioner to insure titles in said state), hereinafter called the Company,

Does Hereby Insure

subject to the annexed conditions, hereby made a part of this policy,

--- - -KERR GIFFORD & CO., INC., --- - -
an Oregon corporation

heirs and devisees (or if a corporation, its successors) hereinafter called the Insured, against loss or damage not exceeding

Twenty-five thousand and no/100 --- - - - - Dollars,

which the Insured may sustain by reason of any defect in or unmarketability of the Insured's title to all the estate or interest in the premises specified and hereinafter described or by reason of liens or incumbrances charging the same at the date of this policy, saving and excepting, and this policy does not insure against loss or damage by reason of any estate or interest, defect, lien, incumbrance or objection hereinafter set forth in the written or printed exceptions contained in this policy.

Any loss under this policy is to be established in the manner provided in said conditions and shall be paid upon compliance by the Insured with and as prescribed in said conditions, and not otherwise.

The effective date of this policy is June 23, 1948 at 5:00 P.M. --- - - - -

IN TESTIMONY WHEREOF, COMMONWEALTH, INC., has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

COMMONWEALTH, INC.

By

By

President

~~Vice President~~
Assistant Secretary

Schedule A.

1. The Estate or interest covered by this policy:

An estate in fee simple. - - - - -

2. Description of the tract of land the title to which is insured by this policy:

PARCEL A. A piece or parcel of land situated in Section 28 in Township 1 North of Range 1 East of the Willamette Meridian, described as follows, to-wit: Beginning at the harbor monument, as set by the U. S. Engineers in the center line of N. Railroad Street (formerly Railroad Avenue) produced Northwesterly, in the City of Portland, distant North 52°30' West 988 feet, measured along the center line of said N. Railroad Street and said center line produced Northwesterly from the City monument in the center line of N. Harding Avenue (formerly Harding Street) in said City; thence North 89°41'35" West a distance of 918.97 feet to the true point of beginning of this description; thence South 50°36' West a distance of 137.6 feet more or less, to a point on the Harbor Line of the Willamette River; thence North 39°25' West along said Harbor Line a distance of 613.8 feet to a point thereon; thence North 50°36' East a distance of 137.8 feet to a point; thence South 39°24' East a distance of 613.8 feet, more or less, to the true point of beginning, subject however to the public rights of navigation and fishing, and to the rights of the State of Oregon in and to that portion thereof lying below low water mark of the Willamette River; in the City of Portland, County of Multnomah and State of Oregon.

PARCEL B. A piece or parcel of land situated in Section 28 in Township 1 North of Range 1 East of the Willamette Meridian, described as follows, to-wit: Beginning at the harbor monument, as set by the U. S. Engineers, in the center line of N. Railroad Street, (formerly Railroad Avenue) produced Northwesterly, in the City of Portland, distant North 52°30' West 988 feet, measured along the center line of said N. Railroad Street and said center line produced Northwesterly, from the City monument in the center line of N. Harding Avenue, (formerly Harding Street) in said City; thence North 89°41'35" West a distance of 918.97 feet to a point; thence South 50°36' West a distance of 137.6 feet, more or less, to a point on the Harbor Line of the Willamette River; thence North 39°25' West along said Harbor Line a distance of 613.8 feet to the true point of beginning of this description; thence continuing North 39°25' West along said Harbor Line a distance of 300 feet to a point thereon; thence North 50°36' East a distance of 137.8 feet to a point; thence South 39°25' East along a line that is parallel with said Harbor Line a distance of 300 feet to a point; thence South 50°36' West a distance of 137.8 feet to the true point of beginning, subject however to the public rights of navigation and fishing, and to the rights of the State of Oregon in and to that portion thereof lying below low water mark of the Willamette River; in the City of Portland, County of Multnomah and State of Oregon.

THIS POLICY No. 198412 CONSISTS OF 4 PAGES WHICH ARE NUMBERED AT THE END OF EACH PAGE 2

Schedule B.

EXCEPTIONS

This policy does not insure against:

1. Any state of facts which an accurate survey and inspection of said land would show; roads, ways and easements not established of record; the existence of county roads, water rights or water locations.
2. Rights or claims of persons in possession, or claiming to be in possession, not shown of record; material or labor liens of which no notice is of record.
3. Matters relating to assessments preceding the same becoming fixed and shown as a lien; taxes not yet payable; matters relating to vacating, opening or other changing of streets or highways preceding the final termination of the same.
4. The provisions or effect of any law or ordinance enacted for the purpose of regulating, restricting or controlling the occupancy or use of any land herein described or any building thereon.
5. Reservation for minerals and mineral rights in deeds recorded June 23, 1948, Instrument No. 26996 and No. 26998, from Union Pacific Railroad Company, a Utah corporation, to Kerr Gifford & Co., Inc., an Oregon corporation.
6. Exception and reservation of a railroad track located on herein described property as reserved in Deed from Union Pacific Railroad Company, a Utah corporation, to Kerr Gifford & Co., Inc., an Oregon corporation, recorded June 23, 1948, Instrument No. 26998. (Affects parcel B only) - - - -

CONDITIONS

Upon receipt of notice of any defect, lien or incumbrance hereby insured against, the Insured shall forthwith notify the Company thereof in writing. In case any suit, action or proceeding is commenced to which the Insured is a party and which may result in loss under this policy, the Insured shall immediately after learning thereof notify the Company in writing, and within ten (10) days after service of process upon him secure to the Company the right to defend such suit, action or proceeding in the name of the Insured, so far as necessary to protect the Insured, and shall render all reasonable assistance in such defense. The Company will defend such suit, action or proceeding at its own cost, reserving, however, the option of settling the claim or paying this policy in full at any time. But the Company shall in no case be liable for any costs or expense incurred by the Insured in such litigation without its consent.

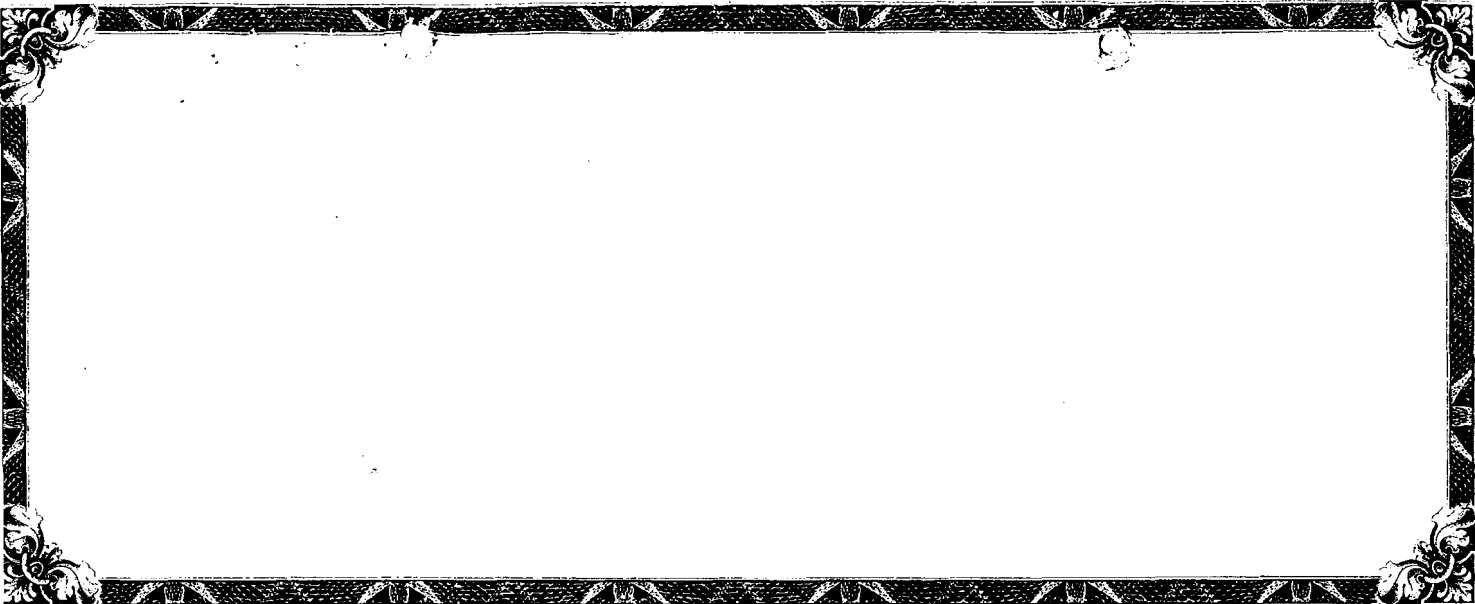
In the event of final judicial determination by a Court of competent jurisdiction, under which the Insured is dispossessed or deprived of the real estate covered hereby, or his estate or interest insured is impaired by reason of any adverse interest, lien or incumbrance hereby insured against, or, if this policy covers a mortgagee's interest, if such final judicial determination shall defeat or impair the mortgagor's title to all or any part of the mortgaged premises or establish the priority to the mortgage of a lien or incumbrance not excepted in this policy, claim may be made hereunder, provided the conditions have been in all ways complied with. Every claim for loss under this policy must be in writing, giving a full statement thereof, and be delivered to the Company at its Home Office within sixty (60) days after such final judicial determination, whereupon the loss hereunder shall be payable to the Insured on or before thirty (30) days.

The Company may at any time pay this policy in full, whereupon all liability of the Company shall terminate. The total liability under this policy, exclusive of costs, shall in no case exceed the face of the policy, and every payment of the Company shall reduce the policy by the amount paid. When the Company shall have paid a loss under this policy it shall be subrogated to all rights and remedies which the Insured may have against any person or property in respect of such claims, or would have if this policy had not been issued, and the Insured shall forthwith transfer all such rights to the Company accordingly. If the payment made by the Company does not cover the loss of the Insured, then such subrogation of the Company shall be proportionate. Or, the Company may, in case this policy covers a mortgagee's interest only, pay the Insured the entire mortgage indebtedness, with interest at the rate specified in the mortgage and thereupon the Insured shall assign and transfer to the Company the mortgage and the indebtedness thereby secured, with all instruments evidencing or securing the same, or shall convey to the Company any estate lawfully vested in the Insured by virtue of foreclosure of the mortgage, and all liability of the Company shall thereupon terminate.

Where the Insured, in good faith, shall have entered into an enforceable contract, in writing, to sell the insured estate or interest, and the title shall have been rejected because of some defect or incumbrance not excepted in this policy, and notice in writing of such rejection shall have been given to this Company within ten days thereafter; for thirty days after receiving such notice this Company shall have the option of paying the loss, of which the Insured must present proper proof, or of maintaining or defending either in its own name or at its option in the name of the Insured some proper action or proceeding, begun or to be begun in a court of competent jurisdiction, for the purpose of determining the validity of the objection alleged by the vendee to the title, and only in case a final determination is made in such action or proceeding, sustaining the objection to the title, shall this Company be liable on this policy.

If this policy covers a mortgagee's interest only, discharge of the mortgage, otherwise than through foreclosure thereof, or by deed in lieu of foreclosure, shall terminate this policy and all liability of the Company hereunder; but if any Insured acquires said land, or any part thereof, by foreclosure or in any other legal manner in satisfaction of said mortgage indebtedness, or any part thereof, then this policy shall continue in force in favor of such Insured and each successor in interest in ownership, subject to all of the conditions and stipulations hereof applicable to an owner of land.

Nothing contained in this policy shall be construed as an insurance against defects or incumbrances created subsequent to the date hereof.



These

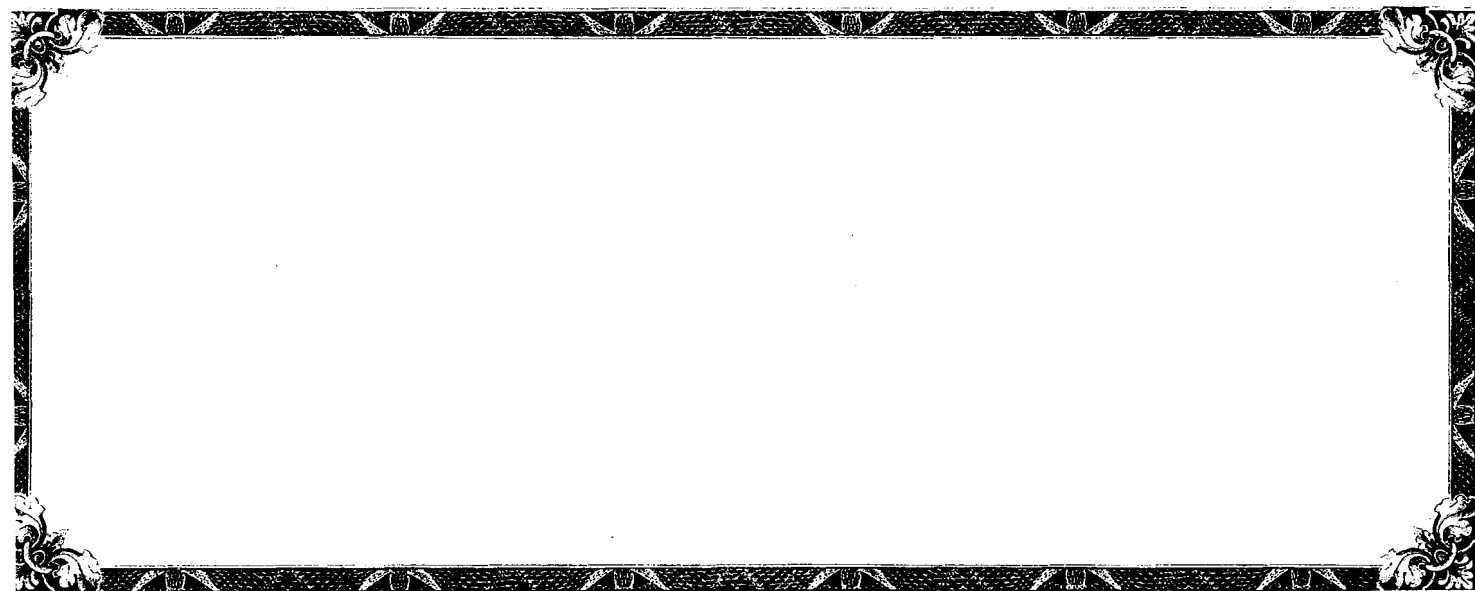
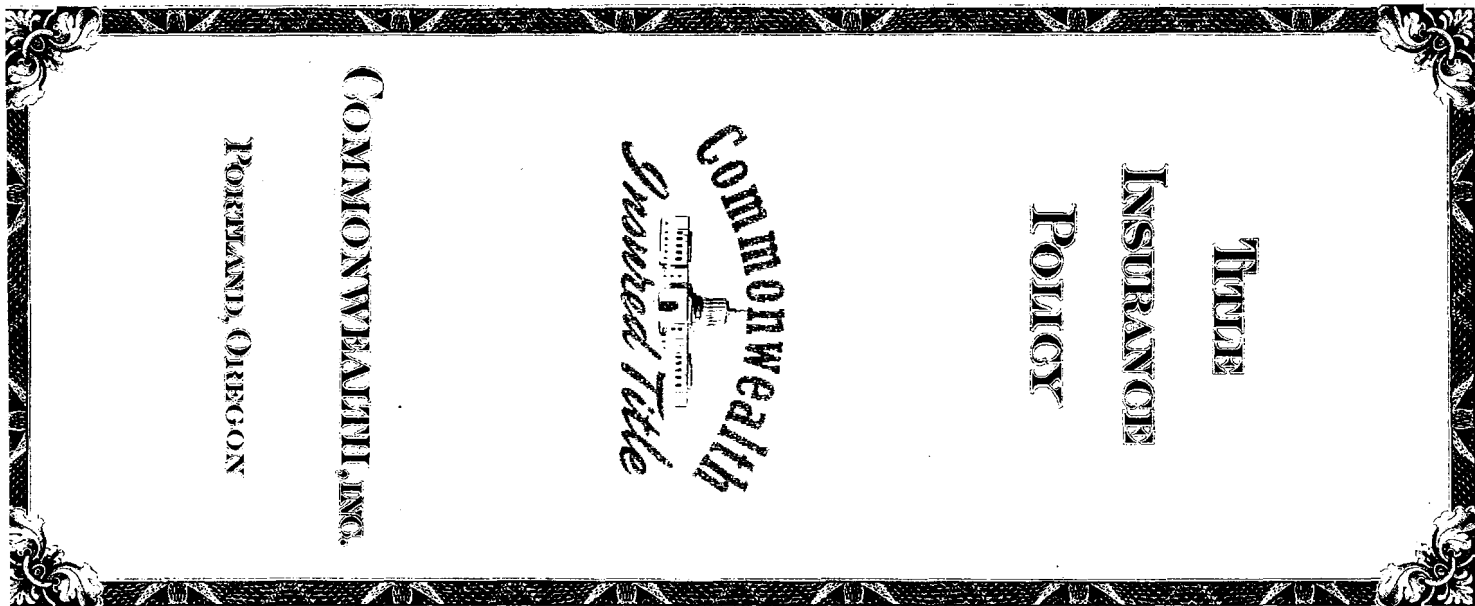
INSURANCE

POLICY

Commonwealth
Insured Title

COMMONWEALTH, INC.

PORTLAND, OREGON





Ash Creek Associates, Inc.
Environmental and Geotechnical Consultants

Memorandum

Date: June 30, 2005
To: David Breen, Port of Portland
From: Herb Clough, P.E.
cc: David Ashton, Port of Portland
Loral Sinnens, Port of Portland
Re: Rogers Terminal and Shipping Environmental Baseline
Terminal 4
1096-00

This memorandum presents the Environmental Baseline for the Rogers Terminal and Shipping (Rogers) leasehold at the Port of Portland (Port) Terminal 4. Figure 1 shows the approximate location of the leasehold at Terminal 4. Figure 2 is a site plan of the historical Rogers facility. Figure 3 is a site plan showing the approximate area of the proposed leasehold. In support of the renewal of the Rogers lease, the Port has requested preparation of this Environmental Baseline. The scope of the Environmental Baseline is limited to the following specific tasks:

- Review readily available documents from the ongoing remedial investigation of the Terminal 4 Slip 1 Upland Facility (RI) that includes the area occupied by Rogers;
- Tabulate data collected to date as part of the ongoing RI from the leasehold and its immediate vicinity; and
- Conduct a walk of the leasehold and interview Rogers employees.

This memorandum consists of two parts. The first part presents the results of the document review and the tabulation of the RI data. The second part describes the observations/results of the site walk and interview.

Part 1 – Document Review and Data Tabulation

Terminal 4 Slip 1 RI Work Plan. The Terminal 4 Slip 1 RI Work Plan, dated August 20, 2004, included a comprehensive review of historical environmental documents. The following summarizes information from the work plan related to prior investigations of the Rogers leasehold and immediate vicinity. The reports listed were not reviewed for the Environmental Baseline.

9615 Southwest Allen Boulevard, Suite 106
Portland, Oregon 97005-4814
(503) 924-4704 Portland
(360) 567-3977 Vancouver
(503) 924-4707 Fax
www.ashcreekassociates.com

CARG003687

- **Hahn and Associates, Inc. (HAI). *An Environmental Review, Rogers Terminal and Shipping Facility, Terminal 4, Port of Portland*. October 30, 1989.** In October 1989, the Port retained HAI to conduct an environmental review of the buildings, property, and operations at the Rogers facility. The review consisted of a site survey and a regulatory review of the conditions and operations at the locations that were of environmental concern. The survey identified one unregistered underground storage tank (UST) and visible soil staining in the area of an above-ground used oil tank. The UST was subsequently removed (see the following paragraph). The review identified hazardous materials in storage or use at the facility including paint thinners, gasoline, paints, spray lubricants, and solvents. At that time, Rogers was a permitted small quantity hazardous waste generator.
- **HAI. *Underground Storage Tank Decommissioning*. November 30, 1990.** This report summarizes the decommissioning by removal of a 10,000-gallon gasoline UST at the east-end of the former Gearlocker building at the Facility (identified in the prior site assessment discussed above). Upon removal of the UST, groundwater was not encountered in the excavation. Two soil samples were collected from the UST excavation. Gasoline was detected in one of the two samples, at a concentration of 7 parts per million (ppm). This concentration is below the matrix cleanup standard for USTs.
- **Hart Crowser. *Environmental Assessment Report, Marine Terminal 4, Portland, Oregon*. August 12, 1991.** An environmental site reconnaissance was conducted of Terminal 4. The purpose was to assist the Port in developing environmental management plans for the terminal. The reconnaissance was focused primarily on a review of hazardous waste management practices, current discharges, and a review of regulatory agency files. The only significant finding identified in the report was twelve 55-gallon drums outside the north side of the Rogers facility building. The drums were sitting on bare soil. The reconnaissance did not include identification of the contents of the drums.
- **HAI. *Response to Oregon DEQ Comments in May 14, 2001 Letter*. January 28, 2003.** The DEQ's May 14, 2001 letter constituted DEQ's comments on a Preliminary Assessment of Terminal 4 prepared by the Port. The HAI response letter included documentation of the soil removal associated with the former Rogers aboveground used oil tank discussed in the Environmental Review above.

Based on these reports and other historical documentation reviewed, the RI work plan identified potential areas of concern to be investigated during the RI. No specific areas of concern were identified associated with then current operations at the Rogers facility, but four historical areas of concern were identified at or near the facility. These areas of concern were a former fueling station, a storage building, the railroad alignments, and the gearlocker building, as discussed below.

- **Former Gas Fueling Station** – A 1966 map and historical information indicate the presence of a gas fueling station along the southern side of Carroll Road, on the immediate north edge of the Rogers leasehold. The

gas station was apparently used during the U.S. Army Transport Service tenancy at Terminal 4, between the period of 1942 and 1947. No other information about this facility could be found.

- **Utility Storage Building** – Interviews with Port employees indicate a small building about 50 feet south of the Rogers leasehold was formerly a hazardous materials storage shed, used to store paint supplies and industrial cleaning agents. The building is approximately 10 feet by 10 feet in dimension and has a concrete floor. The area around the building is paved with asphaltic concrete.
- **Railroad Alignments** – The earliest tracks in the railroad alignment on the eastern border of the Rogers leasehold were constructed in 1906 to provide transport of goods in and out of Terminal 4. Additional rail lines were added, improved and modified up until 1996. Periodic maintenance in the area has included replacement of tracks and ties, addition of new lines, or repair for accommodation of new import/export products. In April 2001, URS conducted an evaluation of soil along railroad track 401. The evaluation included the collection of soil samples from five locations along the track. At each location samples were collected from depths of 0 to 6 inches, 6 to 12 inches, and 12 to 16 inches below the ground surface and analyzed for total metals and metals by TCLP. The analytical results indicated a maximum lead concentration (by TCLP) in the shallow soil of 194 mg/L. At the intermediate and deep samples, TCLP maximum lead concentrations were 2.42 mg/L and 0.13 mg/L respectively, suggesting minimal leaching of lead from the surface soil.
- **Gearlocker and Maintenance Building** – The Gearlocker building is located at the west edge of the Rogers leasehold. It was built in 1932 and housed a blacksmith, paint, carpenter, and auto shop, electrical room, and an area labeled "oil room" along with other maintenance and office facilities. Historical information shows that this building was also used for painting activities during the Army tenancy. A reconnaissance of the building identified no existing operations in the building, although Port personnel reported an area of soil staining outside the auto shop. Historical waste management and chemical storage practices in and around the building are not known.

Terminal 4 Slip 1 Upland RI Data Tabulation. The RI for the Terminal 4 Slip 1 Upland facility is currently underway. Data collection included soil and groundwater from explorations completed to address the above identified areas of concern on and near the Rogers leasehold. Figure 2 is a site plan showing the location of explorations conducted for the RI in the vicinity of the Rogers leasehold. Tables 1 through 17 list data for samples collected on or near the leasehold. The data are organized as follows:

- **Soil** – No soil samples were collected on the leasehold. Data from soil samples collected from nearby borings are listed in Tables 1 through 5.
- **Grab Groundwater Samples** – Grab groundwater samples were collected from borings on and near the leasehold. Tables 6 through 11 list these data.

- Groundwater from Monitoring Wells – Groundwater samples were collected from monitoring wells located downgradient from the leasehold. These data are listed in Tables 12 through 17.

The Port's Phase III RI Work Plan was submitted to the DEQ on June 13, 2005. No additional sampling is proposed on the Rogers leasehold. The work plan proposes the following additional sampling in the vicinity of the Rogers leasehold:

- Soil – Three surface soil samples are planned around the location of SB-77. These samples will be collected from locations 10 feet to 80 feet south of the Rogers leasehold. The samples will be analyzed for lead.
- Groundwater – One groundwater monitoring well will be installed near the location of SB-67. The well will be installed about 120 feet west of the Rogers leasehold. The groundwater sample will be analyzed for polynuclear aromatic hydrocarbons.

Part 2 – Leasehold Facility Walk and Interview

On May 26, 2005, Julie Le Gassick of Ash Creek Associates performed a site reconnaissance of the facility accompanied by Dave Breen and Lorali Sinnen of the Port and K.C. Bacon, Mark Price, and Marlin Horton of Rogers. Site reconnaissance findings were documented in field notes and with photographs. Photographs are provided in Attachment A, with locations and shooting directions shown on Figure 2.

Interview

K. C. Bacon, Mark Price, and Marlin Horton of Rogers were interviewed as part of the site reconnaissance. Mr. Bacon reported that Rogers has occupied the facility since the mid 1980s. The facility has been used to store equipment used for loading and unloading ships docked at Terminal 4. Mr. Bacon reported that currently Rogers uses the facility for storage of tarps, boxed equipment, lumber, metal, and for light maintenance of vehicles and metal gangways.

Site Reconnaissance

The leasehold for the facility includes two buildings (the eastern and western buildings) and adjacent outside areas located at Terminal 4.

Buildings. The eastern and western buildings are both constructed of metal roofing and siding (Photograph 1). The siding was partially painted and in fair condition. The concrete-paved floor in both buildings was in poor condition and stained in several locations. Wallboard was observed to be molding and in poor condition in the eastern

building. Vinyl floor coverings, painted surfaces, sprayed-on fire retardant, and fluorescent light fixtures were observed in fair condition in the western building.

The eastern building was being used for storage of tarps and boxed equipment. Chemicals stored in a cabinet (Photograph 2) in the building included one 5-gallon container of degreaser fluid, one 5-gallon container of paint thinner, one 5-gallon container of machining fluid, and one 3-gallon container of antifreeze. One pallet of water softener salt was observed on a shelf. The degreaser fluid was reported to be stored at the facility and used only off site for cleaning cables. Three oil-filled automobile motors were present on the floor. An air compressor was observed, and has reportedly never been used by Rogers.

The western building was used to perform light maintenance on fleet vehicles and metal equipment. A closed system sandblasting machine and a parts washer were observed (Photographs 3 and 4). Mr. Horton reported that the sandblasting machine was used infrequently, and the sandblast grit was disposed of once every two to three years. He was not aware of where the grit was disposed. A hydraulic hoist was observed in the floor of the western building (Photograph 4). Mr. Bacon reported that access to the hoist had been sealed, and it was never used by Rogers. A hydraulic oil AST, approximately 20 gallons in capacity, was observed adjacent to the hoist (Photograph 5). The contents of the AST were not known. An air compressor was observed, and has reportedly never been used by Rogers. On the floor of the western building was a metal parts grinder with a strip trap to collect metal filings. Some filings not captured by the tray were present on the floor. Mr. Horton reported that the floor of both buildings were periodically washed, and that the wash water was disposed of in the sanitary sewer. Strip drains were present adjacent to the shop entries on the north and south side of the western building. The strip drains discharge to Outfall S3 located at the east end of Slip 1.

Mr. Horton was not aware of the type of solvent used or the maintenance schedule for the parts washer. He was not aware of any waste disposal documentation. To his knowledge, fluid from the washer had not been disposed of during his tenure at the facility (almost 2 years). Because Rogers personnel were not able to produce disposal documentation, we were unable to draw any conclusions regarding the potential impacts from the parts washer. In a May 31, 2005 follow-up communication, Mr. Price reported that Safety Kleen had been contacted and an annual maintenance schedule was set up for the parts washer.

A variety of chemicals were observed stored on shelves and counters in the western building. Container sizes ranged from aerosol cans to 55-gallon drums. The larger containers (greater than 5 gallons) contained hydraulic and waste oil. Smaller containers consisted of typical automobile maintenance chemicals such as lubricants, cleaners, antifreeze, and paint. Some of the aerosol cans contained chlorinated solvents. Aerosol cans of insecticide were also observed.

Two flammable-proof cabinets were observed containing 5-gallon containers of gasoline as well as other flammable liquids. One 5-gallon container of diesel was observed outside the cabinet. Mr. Horton reported that gasoline and diesel are kept with fleet vehicles for fueling while out of town. Mr. Horton also reported that empty aerosol cans are taken to Metro for recycling. Waste oil is generated during oil changes to fleet vehicles. Oil changes are primarily performed off site; however, oil changes are performed at the facility for vehicles that cannot be taken off site. Used oil is removed by a vendor for recycling. Oil spills are wiped up with rags that are washed on the site.

Outside Areas

The outside areas in the Rogers leasehold include the areas immediately adjacent to the buildings. With the exception of the area northeast of the eastern building, all outside areas were paved with asphaltic concrete. Metal gangways, metal piping, and lumber were observed being stored outside (Photographs 6 and 7). Mr. Bacon reported that a gasoline UST was formerly present in between the eastern and western buildings and had been removed in 1990 (see discussion in Part 1 above). A gasoline pump island was still present for the former UST (Photographs 8 and 9). A secondary containment area east of the western building was observed, and was reportedly historically used to store drums of waste oil (Photograph 10). Mr. Bacon reported that tires and used motor oil had been dumped in an area northeast of the eastern building by other Terminal 4 tenants (Photograph 11). Rogers cleaned up the dumped material.

Attachments:

Tables 1 through 17

Figures 1 through 3

A – Photographs

TABLE 1
SOIL CHEMISTRY RESULTS: PETROLEUM HYDROCARBONS

ROGERS TERMINAL VICINITY

Sample ID: Date Sampled:	T4S1SB-67-18-1 9/8/2004	T4S1SB-71-1-1 8/26/2004	T4S1SB-72-1-1 8/26/2004	T4S1SB-77-1-1 8/30/2004	T4S1SB-78-1-1 8/30/2004
HCID (mg/kg)					
Gasoline Range	Det	20 U	20 U	--	--
Diesel Range	Det	50 U	50 U	--	--
Residual Range	Det	100 U	100 U	--	--
TPH (mg/kg)					
Gasoline Range	1,400 Z	--	--	3.6 U	1.3 J
Diesel Range	21,000 DY	--	--	46 U	42 U
Residual Range	14,000 DO	--	--	190 U	26 J

Notes:

1. Only detected compounds are reported in the table.
2. TPH = Total petroleum hydrocarbons (TPH) by Northwest Total Petroleum Hydrocarbons (NWTPH).
3. mg/kg = Milligrams per kilogram.
4. -- = Not analyzed.
5. J = The result is an estimated concentration that is less than the method reporting limit (MRL) but greater than or equal to the method detection limit (MDL).
6. U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
7. D = The reported result is from a dilution.
8. Y = The chromatographic fingerprint of the sample resembles a petroleum product eluting in approximately the correct carbon range, but the elution pattern does not match the calibration standard.
9. O = The chromatographic fingerprint of the sample resembles an oil, but does not match the calibration standard.
10. Z = The chromatographic fingerprint does not resemble a petroleum product.
11. Det = Detected at or above the MRL. Follow-up analyses were performed in order to obtain quantitative results.
12. Sample ID nomenclature is per the following: type of sample-sample number-depth in feet-designation. For example, T4S1SB-46-1-1 = soil boring (SB) number 46, collected 1 foot below the ground surface, primary sample (1).
13. Data from Terminal 4 Slip 1 Remedial Investigation.

TABLE 2
SOIL CHEMISTRY RESULTS: SEMIVOLATILE ORGANIC COMPOUNDS

ROGERS TERMINAL VICINITY

Sample ID: Date Sampled:	T4S1SB-67-18-1 9/8/2004	T4S1SB-71-1-1 8/26/2004	T4S1SB-72-1-1 8/26/2004	T4S1SB-77-1-1 8/30/2005	T4S1SB-78-1-1 8/30/2005	Screening Level PRG
PAHs (µg/kg)						
Naphthalene	2,600 D	330 U	330 U	330 U	330 U	190,000
2-Methylnaphthalene	140,000 D	330 U	330 U	330 U	330 U	--
Acenaphthylene	500 U	330 U	330 U	330 U	330 U	--
Acenaphthene	5,500 D	330 U	330 U	330 U	330 U	29,000,000
Fluorene	10,000 D	330 U	330 U	330 U	330 U	26,000,000
Dibenzofuran	2,000 D	330 U	330 U	330 U	330 U	3,100,000
Phenanthrene	36,000 D	330 U	330 U	14 J	330 U	--
Anthracene	6,800 D	330 U	330 U	330 U	330 U	100,000,000
Fluoranthene	2,000 D	330 U	330 U	19 J	18 J	22,000,000
Pyrene	16,000 D	330 U	330 U	330 U	17 J	29,000,000
Benzo(b)fluoranthene	620 D	330 U	330 U	330 U	330 U	2,100
Benzo(k)fluoranthene	340 JD	330 U	330 U	330 U	330 U	21,000
Benz(a)anthracene	5,500 D	330 U	330 U	330 U	330 U	2,100
Chrysene	12,000 D	330 U	330 U	330 U	330 U	210,000
Benzo(a)pyrene	1,700 D	330 U	330 U	330 U	330 U	210
Indeno(1,2,3-cd)pyrene	230 JD	330 U	330 U	330 U	330 U	2,100
Dibenz(a,h)anthracene	240 JD	330 U	330 U	330 U	330 U	210
Benzo(g,h,i)perylene	870 D	330 U	330 U	330 U	330 U	--
Phenols/Phthalates (µg/kg)						
Phenol ¹² .	--	330 U	330 U	330 U	330 U	100,000,000
Di-n-butyl Phthalate ¹² .	--	330 U	330 U	330 U	330 U	62,000,000
Bis(2-ethylhexyl) Phthalate ¹² .	--	47 J	330 U	330 U	330 U	120,000

Notes:

- Only detected compounds are reported in the table.
- PAHs = Polynuclear Aromatic Hydrocarbons by EPA Method 8270C (SIM).
- µg/kg = Micrograms per kilogram.
- = Not analyzed.
- J = The result is an estimated concentration that is less than the method reporting limit (MRL) but greater than or equal to the method detection limit (MDL).
- U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
- D = The reported result is from a dilution.
- Phthalate/Phenol analyses by EPA Method 8270C only.
- Sample ID nomenclature is per the following: type of sample-sample number-depth in feet-designation.
For example T4S1SB-46-1-1 = soil boring (SB) number 46, collected 1 foot below the ground surface, primary sample (1).
- Data from Terminal 4 Slip 1 Remedial Investigation.
- PRG = EPA Region 9 Preliminary Remediation Goal (PRG) for Industrial Soil (October 2004).

TABLE 3
SOIL CHEMISTRY RESULTS: VOLATILE ORGANIC COMPOUNDS

ROGERS TERMINAL VICINITY

Sample ID: Date Sampled:	T4S1SB-67-18-1 9/8/2004	T4S1SB-71-1-1 8/26/2004	T4S1SB-72-1-1 8/26/2004	T4S1SB-77-3-1 8/30/2004	T4S1SB-78-3-1 8/30/2004	Screening Level PRG
VOCs (µg/kg)						
Acetone	250	20 J	26 U	21 U	21 U	54,000,000
Carbon Disulfide	27 U	5.7 U	6.5 U	5.1 U	5.2 U	720,000
Dichloromethane (Methylene Chloride)	87	14	3.6 J	3.1 J	3.3 J	21,000
2-Butanone (MEK)	110 U	23 U	26 U	21 U	21 U	110,000,000
Chloroform	27 U	5.7 U	6.5 U	5.1 U	5.2 U	470
Carbon Tetrachloride	27 U	5.7 U	6.5 U	5.1 U	5.2 U	550
Benzene	130	5.7 U	6.5 U	5.1 U	5.2 U	1,400
Trichloroethene (TCE)	27 U	5.7 U	6.5 U	5.1 U	5.2 U	110
Toluene	58	5.7 U	6.5 U	5.1 U	5.2 U	520,000
Tetrachloroethene (PCE)	4.8 J	5.7 U	6.5 U	5.1 U	5.2 U	1,300
Chlorobenzene	27 U	5.7 U	6.5 U	5.1 U	5.2 U	530,000
Ethylbenzene	790	5.7 U	6.5 U	5.1 U	5.2 U	400,000
m,p-Xylenes	560	5.7 U	6.5 U	5.1 U	5.2 U	420,000
o-Xylene	2.6	5.7 U	6.5 U	5.1 U	5.2 U	420,000
Isopropylbenzene	290	23 U	26 U	21 U	21 U	2,000,000
n-Propylbenzene	1.8	23 U	26 U	21 U	21 U	240,000
1,3,5-Trimethylbenzene	1.3	23 U	26 U	21 U	21 U	70,000
1,2,4-Trimethylbenzene	2.6	23 U	26 U	21 U	21 U	220,000
sec-Butylbenzene	0.87	23 U	26 U	21 U	21 U	220,000
4-Isopropyltoluene	1.8	23 U	26 U	21 U	21 U	--
1,4-Dichlorobenzene	0.054 U	5.7 U	6.5 U	5.1 U	5.2 U	7,900
n-Butylbenzene	3	23 U	26 U	21 U	21 U	240,000
Naphthalene	1	23 U	26 U	1.9 J	1.2 J	190,000

Notes:

- Only detected compounds are reported in the table.
- VOCs = Volatile Organic Compounds by EPA Method 8260B.
- µg/kg = Micrograms per kilogram.
- = Not analyzed.
- J = The result is an estimated concentration that is less than the method reporting limit (MRL) but greater than or equal to the method detection limit (MDL).
- U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
- Sample ID nomenclature is per the following: type of sample-sample number-depth in feet-designation.
For example T4S1SB-46-1-1 = soil boring (SB) number 46, collected 1 foot below the ground surface, primary sample (1).
T4S1S-6 = surface soil sample number 6.
- Data from Terminal 4 Slip 1 Remedial Investigation.
- PRG = EPA Region 9 Preliminary Remediation Goal (PRG) for Industrial Soil (October 2004).

TABLE 4
SOIL CHEMISTRY RESULTS: POLYCHLORINATED BIPHENYLS

ROGERS TERMINAL VICINITY

Sample ID: T4S1SB-67-18-1		Screening Level
Date Sampled: 9/8/2004		PRG
PCBs (mg/kg)		
Aroclor 1254	0.065 Ui	0.74
Aroclor 1260	0.065 U	0.74
Aroclor 1262	--	--
Aroclor 1268	--	--

Notes:

1. Only detected compounds are reported in the table.
2. PCBs = Polychlorinated Biphenyls by EPA Method 8082.
3. mg/kg = Milligrams per kilogram.
4. -- = Not analyzed.
5. J = The result is an estimated concentration that is less than the method reporting limit (MRL) but greater than or equal to the method detection limit (MDL).
6. U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
7. i = The MRL/MDL was elevated due to a chromatographic interference.
8. Sample ID nomenclature is per the following: type of sample-sample number-depth in feet-designation.
For example T4S1SB-46-1-1 = soil boring (SB) number 46, collected 1 foot below the ground surface, primary sample (1).
T4S1S-6 = surface soil sample number 6.
9. Data from Terminal 4 Slip 1 Remedial Investigation.
10. PRG = EPA Region 9 Preliminary Remediation Goal (PRG) for Industrial Soil (October 2004).

TABLE 5
SOIL CHEMISTRY RESULTS: METALS

ROGERS TERMINAL VICINITY

Sample ID: Date Sampled:	T4S1SB-67-18-1 9/8/2004	T4S1SB-71-1-1 8/26/2004	T4S1SB-72-1-1 8/26/2004	T4S1SB-77-1-1 8/30/2004	T4S1SB-78-1-1 8/30/2004	Screening Levels	
						Background	PRG
Metals (mg/kg)							
Antimony	0.06 N	0.07 N	0.11 N	0.3 N	0.11 N	5	410
Arsenic	2.32	2.48	1.75	2.85	3.66	5.8	1.6
Beryllium	0.301	0.278	0.37	0.336	0.297	2.1	1,900
Cadmium	0.061	0.07	1.65	0.123	0.122	0.9	450
Chromium	17	14.6	21.5	18.9	17.2	26	450
Copper	12	12.8	16.9	21.6	23.1	34	41,000
Lead	2.69	2.7	5.97	1,060 *	43 *	24	800
Mercury	0.019 U	0.009 B	0.016 B	0.067	0.017	0.04	310
Nickel	20.4	16.8	28	23.7	46.7	21	20,000
Selenium	0.3 B	0.2 B	0.3 B	0.4 B	2.4	0.8	5,100
Silver	0.025	0.017 B	0.037	0.037	0.049	0.6	5,100
Thallium	0.046	0.048	0.058	0.068	0.071	<5	67
Zinc	50.4	49.5	514	70.6	63.3	95	100,000

Notes:

1. Only detected compounds are reported in the table.
2. Metals using EPA 6000-7000 Series Methods.
3. mg/kg = Milligrams per kilogram.
4. -- = Not analyzed.
5. U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
6. B = The result is an estimated concentration that is less than the MRL but greater than or equal to the method detection limit (MDL).
7. N = The matrix spike sample recovery is not within control limits. The case narrative suggests that soil samples digested with EPA Method 3050 for Antimony should only be used as indicators to estimate concentrations.
8. * = The laboratory duplicate analysis was not within control limits. The laboratory attributed the variability to the heterogeneous character of the sample.
9. Data from Terminal 4 Slip 1 Remedial Investigation.
10. PRG = EPA Region 9 Preliminary Remediation Goal (PRG) for Industrial Soil (October 2004).
11. Background Levels are from the Washington Department of Ecology's publication Natural Background Soil Metals Concentrations in Washington State, dated October 1994. Values are the 90th percentile values for Clark County, except for antimony, selenium, silver and thallium where state-wide data were used due to a limited number of detections.

TABLE 6
GRAB SAMPLE CHEMISTRY RESULTS: PETROLEUM HYDROCARBONS

ROGERS TERMINAL VICINITY

Sample ID: Date Sampled:	T4S1GW-43-1 8/31/2004	T4S1GW-44-1 8/31/2004	T4S1GW-63-1 9/9/2004	T4S1GW-64-1 9/9/2004	T4S1GW-65-1 8/31/2004	T4S1GW-66-1 9/9/2004
HCID (µg/L)						
Gasoline Range	--	--	--	--	--	--
Diesel Range	--	--	--	--	--	--
Residual Range	--	--	--	--	--	--
TPH (µg/L)						
Gasoline Range	250 U	19 J	250 U	15 J	12 J	250 U
Diesel Range	250 U	250 U	250 U	250 U	250 U	250 U
Residual Range	500 U	500 U	500 U	500 U	500 U	500 U

Sample ID: Date Sampled:	T4S1GW-67-1 9/8/2004	T4S1GW-68-1 9/9/2004	T4S1GW-69-1 9/9/2004	T4S1GW-77-1 8/30/2004	T4S1GW-78-1 8/30/2004
HCID (µg/L)					
Diesel Range	--	--	--	--	--
Residual Range	--	--	--	--	--
TPH (µg/L)					
Gasoline Range	130 J	250 U	250 U	14 J	13 J
Diesel Range	160 J	250 U	250 U	250 U	250 U
Residual Range	84 J	500 U	500 U	500 U	500 U

Notes:

1. Data from Terminal 4 Slip 1 Remedial Investigation.
2. TPH =Total petroleum hydrocarbons (TPH) by Northwest Total Petroleum Hydrocarbons (NWTPH).
3. µg/L = Micrograms per liter.
4. -- = Not analyzed.
5. J = The result is an estimated concentration that is less than the method reporting limit (MRL) but greater than or equal to the method detection limit (MDL).
6. U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
7. Borings completed on the Rogers leasehold are indicated by shading.

TABLE 7
GRAB SAMPLE CHEMISTRY RESULTS: POLYNUCLEAR AROMATIC HYDROCARBONS

ROGERS TERMINAL VICINITY

Sample ID: Date Sampled:	T4S1GW-43-1 8/31/2004	T4S1GW-44-1 8/31/2004	T4S1GW-63-1 9/9/2004	T4S1GW-64-1 9/9/2004	T4S1GW-65-1 8/31/2004	T4S1GW-66-1 9/9/2004	T4S1GW-67-1 9/8/2004	T4S1GW-77-1 8/30/2004	T4S1GW-78-1 8/30/2004	Screening Levels	
										EPA	Eco Criteria
PAHs (µg/L)											
Naphthalene	0.017 J	0.014 J	0.02	0.02 J	0.011 J	0.014 J	0.15	9.6 U	9.6 U	—	620
1-Methylphenanthrene	—	—	—	—	—	—	—	—	—	—	—
2-Methylnaphthalene	0.014 J	0.0066 J	0.016 J	0.011 J	0.0056 J	0.01 J	1.2	9.6 U	9.6 U	—	—
Acenaphthylene	0.0067 J	0.003 J	0.0052 J	0.0047 J	0.007 J	0.0058 J	0.02 U	9.6 U	9.6 U	—	—
Acenaphthene	0.0022 J	0.0022 J	0.0027 J	0.0024 J	0.0026 J	0.0037 J	0.23	ND	ND	990	520
Dibenzofuran	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.068	ND	ND	—	3.7
Fluorene	0.02 U	0.02 U	0.0032 J	0.0047 J	0.0029 J	0.0083 J	0.36	ND	ND	5,300	3.9
Phenanthrene	0.019 J	0.017 J	0.031	0.028	0.031	0.052	0.87	9.6 U	9.6 U	—	6.3
Anthracene	0.0097 J	0.017 J	0.017 J	0.011 J	0.018 J	0.015 J	0.15	9.6 U	9.6 U	40,000	13
Fluoranthene	0.044	0.023	0.051	0.022	0.049	0.061	0.049	9.6 U	9.6 U	140	6.16
Pyrene	0.051	0.025	0.063	0.032	0.061	0.068	0.22	9.6 U	9.6 U	4,000	—
Benzo(a)anthracene	0.028	0.011 J	0.03	0.012 J	0.027	0.029	0.054	9.6 U	9.6 U	0.018	0.027 ^a
Chrysene	0.032	0.011 J	0.034	0.019 J	0.028	0.031	0.11	9.6 U	9.6 U	0.018	—
Benzo(b)fluoranthene	0.018 J	0.0081 J	0.027	0.0088 J	0.015 J	0.025	0.0091 J	9.6 U	9.6 U	0.018	—
Benzo(k)fluoranthene	0.022	0.0062 J	0.028	0.0073 J	0.016 J	0.022	0.0038 J	9.6 U	9.6 U	0.018	—
Benzo(a)pyrene	0.026	0.0078 J	0.03	0.011 J	0.021	0.029	0.013 J	9.6 U	9.6 U	0.018	0.014
Indeno(1,2,3-cd)pyrene	0.015 J	0.0064 J	0.024	0.0083 J	0.011 J	0.02	0.0028 J	9.6 U	9.6 U	0.018	—
Dibenz(a,h)anthracene	0.0033 J	0.0019 J	0.0052 J	0.02 U	0.0027 J	0.0042 J	0.0019 J	ND	ND	0.018	—
Benzo(g,h,i)perylene	0.015 J	0.0067 J	0.023	0.01 J	0.01 J	0.019 J	0.0068 J	9.6 U	9.6 U	—	—

Notes:

- Only detected compounds are reported in the table.
- PAHs = Polynuclear Aromatic Hydrocarbons by EPA Method 8270C (SIM).
- µg/L = Micrograms per liter.
- = Not analyzed.
- J = The result is an estimated concentration that is less than the method reporting limit (MRL) but greater than or equal to the method detection limit (MDL).
- U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
- Data from Terminal 4 Slip 1 Remedial Investigation.
- Borings completed on the Rogers leasehold are indicated by shading.
- EPA AWQC = EPA National Recommended Water Quality Criteria: 2002 Human Health for Consumption of Fish.
- Eco Criteria = EPA National Recommended Water Quality Criteria: 2002 for CCC Freshwater Biota (noted with a.). Where CCC values are not available, Oregon Department of Environmental Quality Level II Screening Level Values (SLVs) for Surface Water Aquatic are listed.

TABLE 8
GRAB SAMPLE CHEMISTRY RESULTS: VOLATILE ORGANIC COMPOUNDS
ROGERS TERMINAL VICINITY

Sample ID:	T4S1GW-43-1	T4S1GW-44-1	T4S1GW-63-1	T4S1GW-84-1	T4S1GW-85-1	T4S1GW-66-1	T4S1GW-67-1	T4S1GW-77-1	T4S1GW-78-1	Screening Levels	
Date Sampled:	8/31/2004	8/31/2004	9/9/2004	9/9/2004	8/31/2004	9/9/2004	9/8/2004	8/30/2004	8/30/2004	EPA AWQC	Eco Criteria
VOCs (µg/L)											
Vinyl Chloride	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	530	--
Acetone	20 U	20 U	20 U	20 U	20 U	20 U	20 U	20 U	20 U	--	1,500
1,1-Dichloroethene (1,1-DCE)	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	3.2	25
Carbon Disulfide	0.50 U	0.50 U	0.49 J	0.50 U	0.21 J	0.50 U	0.50 U	0.50 U	0.16 J	--	0.92
trans-1,2-Dichloroethene	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	140,000	590
1,1-Dichloroethane (1,1-DCA)	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	--	47
2-Butanone (MEK)	20 U	20 U	20 U	20 U	20 U	20 U	20 U	20 U	20 U	--	--
cis-1,2-Dichloroethene	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	--	590
Chloroform	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	470	1,240
1,1,1-Trichloroethane (TCA)	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.22 J	0.12 J	--	11
Benzene	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.16 J	0.50 U	0.50 U	51	130
Trichloroethene (TCE)	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	30	21,900
Toluene	0.50 U	0.50 U	0.14 J	0.2 J	0.50 U	0.50 U	0.11 J	0.50 U	0.50 U	200,000	9.8
Tetrachloroethene (PCE)	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	1.4	0.51	3.3	840
Chlorobenzene	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	21,000	50
Ethylbenzene	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.14 J	0.50 U	0.50 U	29,000	7.3
m,p-Xylenes	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	--	1.8
o-Xylene	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.29 J	0.50 U	0.50 U	--	--
Isopropylbenzene	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	0.17 J	2.0 U	2.0 U	--	--
n-Propylbenzene	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	0.39 J	2.0 U	2.0 U	--	--
1,2,4-Trimethylbenzene	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	--	--
sec-Butylbenzene	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	0.15 J	2.0 U	2.0 U	--	--
1,3-Dichlorobenzene	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	960	71
1,4-Dichlorobenzene	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	2,600	15
n-Butylbenzene	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	0.61 J	2.0 U	2.0 U	--	--
Naphthalene	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	2.0 U	0.36 J	2.0 U	2.0 U	--	620

Notes:

- Only detected compounds are reported in the table.
- VOCs = Volatile Organic Compounds by EPA Method 8260B.
- µg/L = Micrograms per liter.
- J = The result is an estimated concentration that is less than the method reporting limit (MRL) but greater than or equal to the method detection limit (MDL).
- U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
- Data from Terminal 4 Slip 1 Remedial Investigation.
- Borings completed on the Rogers leasehold are indicated by shading.
- EPA AWQC = EPA National Recommended Water Quality Criteria: 2002 Human Health for Consumption of Fish.
- Eco Criteria = EPA National Recommended Water Quality Criteria: 2002 for CCC Freshwater Biota (noted with a.). Where CCC values are not available, Oregon Department of Environmental Quality Level II Screening Level Values (SLVs) for Surface Water Aquatic are listed.

TABLE 9
GRAB SAMPLE CHEMISTRY RESULTS: POLYCHLORINATED BIPHENYLS

ROGERS TERMINAL VICINITY

Sample ID: Date Sampled:	T4S1GW-63-1 9/9/2004	T4S1GW-64-1 9/9/2004	T4S1GW-65-1 8/31/2004	T4S1GW-66-1 9/9/2004	T4S1GW-67-1 9/8/2004	Screening Levels	
						EPA AWQC	Eco Criteria
PCBs (µg/L)						0.000064	0.014 ^a
Aroclor 1016	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	--	--
Aroclor 1221	0.39 U	0.39 U	0.39 U	0.39 U	0.39 U	--	0.28
Aroclor 1232	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	--	0.58
Aroclor 1242	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	--	0.053
Aroclor 1248	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	--	0.081
Aroclor 1254	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	--	0.033
Aroclor 1260	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	--	94

Notes:

1. Only detected compounds are reported in the table.
2. PCBs = Polychlorinated Biphenyls by EPA Method 8082.
3. µg/L = Micrograms per liter.
4. U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
5. Data from Terminal 4 Slip 1 Remedial Investigation.
6. Borings completed on the Rogers leasehold are indicated by shading.
7. EPA AWQC = EPA National Recommended Water Quality Criteria: 2002 Human Health for Consumption of Fish.
8. Eco Criteria = EPA National Recommended Water Quality Criteria: 2002 for CCC Freshwater Biota (noted with a.). Where CCC values are not available, Oregon Department of Environmental Quality Level II Screening Level Values (SLVs) for Surface Water Aquatic are listed.

TABLE 10
GRAB SAMPLE CHEMISTRY RESULTS: METALS

ROGERS TERMINAL VICINITY

Sample ID:	T4S1GW-43-1	T4S1GW-44-1	T4S1GW-63-1	T4S1GW-64-1	T4S1GW-65-1	T4S1GW-66-1	T4S1GW-67-1	T4S1GW-77-1	T4S1GW-78-1	Screening Levels	
Date Sampled:	8/31/2004	8/31/2004	9/9/2004	9/9/2004	8/31/2004	9/9/2004	9/8/2004	8/30/2004	8/30/2004	EPA AWQC	Eco Criteria
Total Metals (µg/L)											
Antimony	0.12 N	0.04 B	0.02 B	0.05 U	0.02 B	0.05 U	0.03 B	0.08	0.06	640	1,600
Arsenic	19.1	5.3	0.9	1.7	5.2	2.4	4.6	1.8	1.2	0.14	150 ^a
Beryllium	0.657	0.217	0.04	0.06	0.184	0.21	0.58	0.23	0.07	--	5.3
Cadmium	0.07	0.03	0.03	0.02 U	0.02	0.07	0.05	0.06	0.02 U	--	0.25
Chromium	7.37	3.64	1.06	1.29	2.82	5.69	13.6	6.95	3.92	--	74 ^m , 11 ^{vi}
Copper	7.18	4.51	1.55	1.99	3.85	10.5	15.4	6.24	2.48	--	9 ^a
Lead	6.39	2.3	1.86	1.03	1.79	3.23	4.8	3.52	0.78	--	2.5 ^a
Mercury	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	--	0.77 ^a
Nickel	7.07	5.62	4.13	4.34	4.16	8.36	17.5	14.6	8.69	4,600	52 ^a
Selenium	0.8 B	0.8 B	0.6 B	0.7 B	0.5 B	0.5 B	0.6 B	1.1 B	2 B	4,200	5 ^a
Silver	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.015 B	0.03	0.01 B	--	0.12
Thallium	0.051	0.027	0.006 B	0.008 B	0.024	0.034	0.053	0.045	0.017 B	6.3	40
Zinc	11.3	10.9	7.44	7.45	7.6	19.9	44.9	21.1	9.8	26,000	120 ^a
Dissolved Metals (µg/L)											
Antimony	0.05 U	0.05 U	0.05 U	0.05 U	0.05 U	0.05 U	0.05 U	0.05	0.04 B	640	1,600
Arsenic	0.3 B	0.3 B	0.4 B	0.3 B	1.8	1.7	1.1	0.3 B	0.4 B	0.14	150 ^a
Beryllium	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	--	5.3
Cadmium	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	--	0.25 ^a
Chromium	0.24	0.22	0.19 B	0.24	0.16 B	0.2 B	0.16 B	0.78	1.38	--	74 ^m , 11 ^{vi}
Copper	0.35	0.52	0.65	0.68	0.34	0.25	0.49	0.34	0.35	--	9 ^a
Lead	0.028	0.02 U	0.07	0.02	0.024	0.02 B	0.04	0.02 U	0.02 U	--	2.5 ^a
Mercury	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	--	0.77 ^a
Nickel	1.81	2.29	3.38	3.07	1.83	1.28	2.67	5.37	6.4	4,600	52 ^a
Selenium	1 U	0.7 B	0.7 B	0.7 B	0.6 B	0.5 B	0.4 B	1.5 B	1.9 B	4,200	5 ^a
Silver	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	0.02 U	--	0.12
Thallium	0.008 B	0.02 U	0.02 U	0.02 U	0.007 B	0.02 U	0.02 U	0.009 B	0.008 B	6.3	40
Zinc	0.6	1.4	4.06	3.28	1.8	0.85	2.83	1.1	1.4	26,000	120 ^a

Notes:

1. Total/Dissolved Metals using EPA 6000-7000 Series Methods.
2. µg/L = Micrograms per liter.
3. B = The result is an estimated concentration that is less than the MRL but greater than or equal to the method detection limit (MDL).
4. U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
5. N = The matrix spike sample recovery is not within control limits. The case narrative suggests that this sample may be biased low.
6. Data from Terminal 4 Slip 1 Remedial Investigation.
7. Borings completed on the Rogers leasehold are indicated by shading.
8. EPA AWQC = EPA National Recommended Water Quality Criteria: 2002 Human Health for Consumption of Fish.
9. Eco Criteria = EPA National Recommended Water Quality Criteria: 2002 for CCC Freshwater Biota (noted with a.). Where CCC values are not available, Oregon Department of Environmental Quality Level II Screening Level Values (SLVs) for Surface Water Aquatic are listed.
10. ^m = SLV for Chromium III.
11. ^{vi} = SLV for Chromium VI.

TABLE 11
GRAB SAMPLE CHEMISTRY RESULTS: SEMIVOLATILE ORGANIC COMPOUNDS

ROGERS TERMINAL VICINITY

Sample ID: Date Sampled:	T4S1GW-77-1 8/30/2004	T4S1GW-78-1 8/30/2004	Screening Levels	
			EPA AWQC	Eco Criteria
SVOCs (µg/L)				
Phenol	9.6 U	9.6 U	1,700,000	110
4-Methylphenol	9.6 U	9.6 U	--	--
Isophorone	9.6 U	9.6 U	960	2,340
4-Chloroaniline	9.6 U	9.6 U	--	--
4-Chloro-3-methylphenol	9.6 U	9.6 U	--	--
Dimethyl Phthalate	9.6 U	9.6 U	1,100,000	3
Diethyl Phthalate	9.6 U	9.6 U	44,000	210
Di-n-butyl Phthalate	9.6 U	9.6 U	4,500	35

Notes:

1. Only detected compounds are reported in the table.
2. SVOCs = Semivolatile Organic Compounds by EPA Method 8270C.
3. µg/L = Micrograms per liter.
4. U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
5. Data from Terminal 4 Slip 1 Remedial Investigation.
6. EPA AWQC = EPA National Recommended Water Quality Criteria: 2002 Human Health for Consumption of Fish.
7. Eco Criteria = EPA National Recommended Water Quality Criteria: 2002 for CCC Freshwater Biota (noted with a.). Where CCC values are not available, Oregon Department of Environmental Quality Level II Screening Level Values (SLVs) for Surface Water Aquatic are listed.

TABLE 12
GROUNDWATER CHEMISTRY RESULTS: PETROLEUM HYDROCARBONS

ROGERS TERMINAL VICINITY

Sample ID:	Date Sampled:	TPH (µg/L)		
		Gasoline Range	Diesel Range	Residual Range
T4S1MW09-GW-1	4/20/2004	50 U	260 U	520
T4S1MW09-GW-1	9/1/2004	250 U	250 U	500 U
T4S1MW09-GW-1	2/9/2005	13 U	19 U	35 J
T4S1MW10-GW-1	4/19/2004	50 U	270 U	530 U
T4S1MW10-GW-1	9/1/2004	250 U	250 U	500 U
T4S1MW10-GW-1	2/4/2005	13 J	19 U	28 U

Notes:

1. TPH = Total petroleum hydrocarbons (TPH) by Northwest Total Petroleum Hydrocarbons (NWTPH).
2. µg/L = Micrograms per liter.
3. J = The result is an estimated concentration that is less than the method reporting limit (MRL) but greater than or equal to the method detection limit (MDL).
4. U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
5. Data from Terminal 4 Slip 1 Remedial Investigation.

TABLE 13
GROUNDWATER CHEMISTRY RESULTS: POLYNUCLEAR AROMATIC HYDROCARBONS
ROGERS TERMINAL VICINITY

Sample ID:	Date Sampled:	PAHs (µg/L)																			
		Naphthalene	1-Methylphenanthrene	2-Methylnaphthalene	Acenaphthylene	Acenaphthene	Dibenzofuran	Fluorene	Phenanthrene	Anthracene	Fluoranthene	Pyrene	Benzo(a)anthracene	Chrysene	Benzo(b)fluoranthene	Benzo(k)fluoranthene	Benzo(a)pyrene	Indeno(1,2,3-cd)pyrene	Dibenz(a,h)anthracene	Benzo(g,h,i)perylene	
T4S1MW09-GW-1	4/20/2004	0.0087 J	-	-	-	0.0026 J	0.0028 J	-	0.004 J	0.0075 J	0.05	0.0081 J	0.0078 J	0.0062 J	0.0045 J	0.0043 J	0.0045 J	0.003 J	0.0025 J	0.022 U	0.0036 J
T4S1MW09-GW-1	9/1/2004	0.022	-	0.013 J	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.03	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	
T4S1MW09-GW-1	2/9/2005	0.0080 J	0.0037 U	0.0040 U	0.0031 U	0.0042 U	0.0044 U	0.0044 U	0.0051 U	0.0043 J	0.043	0.0042 U	0.0042 J	0.0040 U	0.0036 U	0.0048 U	0.0041 U	0.0041 U	0.0038 U	0.0066 U	0.020 U
T4S1MW10-GW-1	4/19/2004	0.011 J	-	-	-	0.0019 J	0.027 U	-	0.027 U	0.0047 J	0.087	0.0064 J	0.0060 J	0.027 U	0.027 U	0.027 U	0.027 U	0.027 U	0.027 U	0.027 U	
T4S1MW10-GW-1	9/1/2004	0.025	-	0.014 J	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.094	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	0.020 U	
T4S1MW10-GW-1	2/4/2005	0.0014 J	0.0039 J	0.0057 J	0.0062 J	0.0042 U	0.0044 U	0.0044 U	0.0051 U	0.0038 U	0.076	0.0042 U	0.0037 U	0.0040 U	0.0036 U	0.0048 U	0.0041 U	0.0041 U	0.0038 U	0.0066 U	0.0041 U
Screening Levels	EPA AWQC	-	-	-	-	-	990	-	5,300	-	40,000	140	4,000	0.018	0.018	0.018	0.018	0.018	0.018	-	
	Eco Criteria	620	-	-	-	-	520	3.7	3.9	6.3	13	6.16	-	0.027 *	-	-	-	0.014	-	-	
	EPA MCL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2	-	-	

Notes:

- Only detected compounds are reported in the table.
- PAHs = Polynuclear Aromatic Hydrocarbons by EPA Method 8270C (SIM).
- µg/L = Micrograms per liter.
- = Not analyzed.
- J = The result is an estimated concentration that is less than the method reporting limit (MRL) but greater than or equal to the method detection limit (MDL).
- U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
- Data from Terminal 4 Slip 1 Remedial Investigation.
- EPA AWQC = EPA National Recommended Water Quality Criteria: 2002 Human Health for Consumption of Fish.
- Eco Criteria = EPA National Recommended Water Quality Criteria: 2002 for CCC Freshwater Biota (noted with *). Where CCC values are not available, Oregon Department of Environmental Quality Level II Screening Level Values (SLVs) for Surface Water Aquatic are listed.
- EPA MCL = EPA Maximum Contaminant Level.

TABLE 14
GROUNDWATER CHEMISTRY RESULTS: VOLATILE ORGANIC COMPOUNDS
ROGERS TERMINAL VICINITY

Sample ID:	Date Sampled:	VOCs (µg/L)																									
		Vinyl Chloride	Acetone	1,1-Dichloroethane (1,1-DCE)	Carbon Disulfide	trans-1,2-Dichloroethane	1,1-Dichloroethane (1,1-DCA)	2-Butanone (MEK)	cis-1,2-Dichloroethane	Chloroform	1,1,1-Trichloroethane (TCA)	Benzene	Trichloroethane (TCE)	Toluene	Tetrachloroethane (PCE)	Chlorobenzene	Ethylbenzene	m,p-Xylenes	o-Xylene	Isopropylbenzene	n-Propylbenzene	1,2,4-Trimethylbenzene	sec-Butylbenzene	1,3-Dichlorobenzene	1,4-Dichlorobenzene	n-Butylbenzene	Naphthalene
T4S1MW08-GW-1	4/20/2004	0.50 U	20 U	0.50 U	0.50 U	0.50 U	0.50 U	20 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.15	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	2 U	2 U	2 U	2 U	0.50 U	0.50 U	2 U	2 U
T4S1MW08-GW-1	9/1/2004	0.50 U	20 U	0.50 U	0.50 U	0.50 U	0.50 U	20 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	0.50 U	2 U	2 U	2 U	2 U	0.50 U	0.5 U	2 U	2 U
T4S1MW09-GW-1	2/9/2005	0.22 U	4.1 U	0.13 U	0.16 U	0.15 U	0.11 U	2.0 U	0.12 U	0.14 U	0.12 U	0.14 U	0.14 U	0.13 U	0.14 U	0.13 U	0.22 U	0.11 U	0.11 U	0.096 U	0.15 U	0.13 U	0.11 U	0.12 U	0.23 U	0.29 U	
T4S1MW10-GW-1	4/19/2004	0.50 U	20 U	0.50 U	0.50 U	0.50 U	0.10 J	20 U	0.19 J	0.50 U	0.50 U	0.50 U	0.19 J	0.22 J	0.24	0.50 U	0.50 U	0.50 U	0.50 U	2 U	2 U	2 U	2 U	0.50 U	0.50 U	2 U	2 U
T4S1MW10-GW-1	9/1/2004	0.50 U	20 U	0.50 U	0.50 U	0.50 U	0.18 J	20 U	0.13 J	0.50 U	0.50 U	0.50 U	0.21 J	0.50 U	0.33 J	0.50 U	0.50 U	0.50 U	0.50 U	2 U	2 U	2 U	2 U	0.50 U	0.5 U	2 U	2 U
T4S1MW10-GW-1	2/4/2005	0.22 U	4.1 U	0.13 U	0.16 U	0.15 U	0.19 J	2.0 U	0.12 U	0.14 U	0.12 U	0.14 U	0.22 J	0.11 U	0.51	0.14 U	0.13 U	0.22 U	0.11 U	0.11 U	0.096 U	0.15 U	0.13 U	0.11 U	0.12 U	0.23 U	0.29 U
Screening Levels	EPA AWQC	530	--	3.2	--	140,000	--	--	--	470	--	51	30	200,000	3.3	21,000	29,000	--	--	--	--	--	--	960	2,600	--	--
	Eco Criteria	--	1,500	25	0.92	590	47	--	590	1,240	11	130	21,900	9.8	840	50	7.3	1.8	--	--	--	--	--	71	15	--	620
	EPA MCL	2	--	7	--	100	--	--	70	--	200	5	5	1,000	5	100	700	10,000	--	--	--	--	--	--	75	--	--

Notes:

1. Only detected compounds are reported in the table.
2. VOCs = Volatile Organic Compounds by EPA Method 8260B.
3. µg/L = Micrograms per liter.
4. J = The result is an estimated concentration that is less than the method reporting limit (MRL) but greater than or equal to the method detection limit (MDL).
5. U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
6. Data from Terminal 4 Slip 1 Remedial Investigation.

TABLE 15
GROUNDWATER CHEMISTRY RESULTS: POLYCHLORINATED BIPHENYLS

ROGERS TERMINAL VICINITY

Sample ID:	Date Sampled:	PCBs (µg/L)							Total PCBs
		Aroclor 1016	Aroclor 1221	Aroclor 1232	Aroclor 1242	Aroclor 1248	Aroclor 1254	Aroclor 1260	
T4S1MW09-GW-1	9/1/2004	0.2 U	0.39 U	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	--
T4S1MW09-GW-1	2/9/2005	0.10 U	0.065 U	0.048 U	0.090 U	0.037 U	0.028 U	0.021 U	--
T4S1MW10-GW-1	9/1/2004	0.2 U	0.39 U	0.2 U	0.2 U	0.2 U	0.2 U	0.2 U	--
T4S1MW10-GW-1	2/4/2005	0.10 U	0.065 U	0.048 U	0.090 U	0.037 U	0.028 U	0.021 U	--
Screening Levels	EPA AWQC	--	--	--	--	--	--	--	0.000064
	Eco Criteria	--	0.28	0.58	0.053	0.081	0.033	94	0.014
	EPA MCL	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5

Notes:

1. PCBs = Polychlorinated Biphenyls by EPA Method 8082.
2. µg/L = Micrograms per liter.
3. U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
4. Data from Terminal 4 Slip 1 Remedial Investigation.
5. EPA AWQC = EPA National Recommended Water Quality Criteria: 2002 Human Health for Consumption of Fish.
6. Eco Criteria = EPA National Recommended Water Quality Criteria: 2002 for CCC Freshwater Biota (noted with ^a). Where CCC values are not available, Oregon Department of Environmental Quality Leve Screening Level Values (SLVs) for Surface Water Aquatic are listed.
7. EPA MCL = EPA Maximum Contaminant Level.

TABLE 16
GROUNDWATER CHEMISTRY RESULTS: PESTICIDES

ROGERS TERMINAL VICINITY

		Pesticides (µg/L)																
Sample ID:	Date Sampled:	alpha-BHC	gamma-BHC (Lindane)	delta-BHC	Heptachlor	Aldrin	Heptachlor Epoxide	Endosulfan I	alpha- Chlordane	Dieldrin	4,4'-DDE	Endrin	Endosulfan II	4,4'-DDD	Endrin Aldehyde	4,4'-DDT	Endrin Ketone	Methoxychlor
T4S1MW09-GW-1	04/20/2004	0.012 U	0.012 U	0.012 U	0.012 U	0.013 U	0.012 U	0.012 U	ND U	0.012 U	0.012 U	0.012 U	0.0015	0.012 U	0.012 U	0.012 U	0.012 U	0.012 U
T4S1MW09-GW-1	9/1/2004	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U
T4S1MW09-GW-1	2/3/2005	0.0049 U	0.0022 U	0.0015 U	0.0039 U	0.0018 U	0.0012 U	0.00069 U	0.0013 U	0.0011 U	0.0012 U	0.0015 U	0.0019 U	0.00082 U	0.0012 U	0.0030 J	—	0.0015 U
T4S1MW10-GW-1	04/19/2004	0.012 U	0.012 U	0.012 U	0.012 U	0.013 U	0.012 U	0.012 U	0.013 U	0.0044 JP	0.012 U	0.012 U	0.012 U	0.012 U	0.012 U	0.012 U	0.012 U	0.012 U
T4S1MW10-GW-1	9/1/2004	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U	0.0097 U
T4S1MW10-GW-1	2/9/2005	0.0049 U	0.0022 U	0.0015 U	0.0039 U	0.0018 U	0.0012 U	0.0011 U	0.0013 U	0.00067 U	0.00069 U	0.0015 U	0.0097 U	0.00082 U	0.0012 U	0.0020 U	—	0.0015 U
Screening Levels	EPA AWQC	0.0049	0.063	—	7.9E-05	0.00005	0.000039	89	0.00081	5.4E-05	0.00022	0.81	89	0.00031	0.3	0.00022	—	—
	Eco Criteria	2.2	0.08	—	0.0038 *	0.06 *	0.0038 *	0.056 *	0.0043 *	0.056 *	—	0.036 *	0.056 *	0.001	—	0.001	—	0.03
	EPA MCL	—	0.2	—	0.4	—	0.2	—	2	—	—	2	—	—	—	—	—	40

Notes:

- Only detected compounds are reported in the table.
- Organochlorine Pesticides by EPA Method 8081A. Organophosphorus Pesticides by EPA Method 8141A.
- µg/L = Micrograms per liter.
- = Not analyzed.
- J = The result is an estimated concentration that is less than the method reporting limit (MRL) but greater than or equal to the method detection limit (MDL).
- U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
- I = The MRL/MDL was raised due to a chromatographic interference.
- P = The GC or HPLC confirmation criteria was exceeded. The relative percent difference is greater than 25 percent between the two analytical results.
- Data from Terminal 4 Slip 1 Remedial Investigation.
- EPA AWQC = EPA National Recommended Water Quality Criteria: 2002 Human Health for Consumption of Fish.
- Eco Criteria = EPA National Recommended Water Quality Criteria: 2002 for CCC Freshwater Biota (noted with *). Where CCC values are not available, Oregon Department of Environmental Quality Level Screening Level Values (SLVs) for Surface Water Aquatic are listed.
- EPA MCL = EPA Maximum Contaminant Level.

TABLE 17
GROUNDWATER CHEMISTRY RESULTS: METALS
ROGERS TERMINAL VICINITY

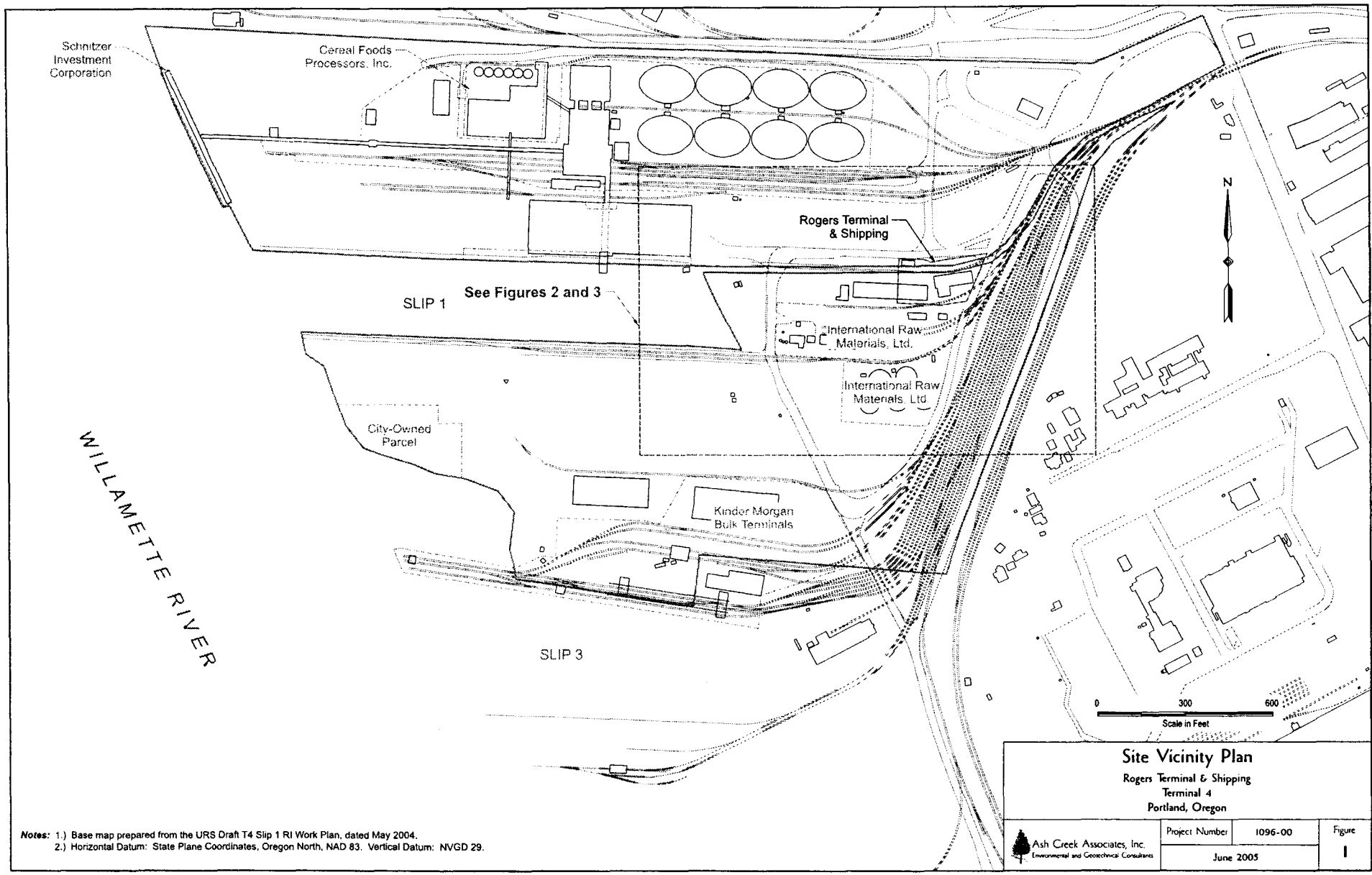
		Total Metals (µg/L)												
Sample ID:	Date Sampled:	Antimony	Arsenic	Beryllium	Cadmium	Chromium	Copper	Lead	Mercury	Nickel	Selenium	Silver	Thallium	Zinc
T4S1MW09-GW-1	9/1/2004	0.05 U	8.3	0.02 U	0.02 U	0.23	0.52	0.016 B	0.04 B	3.36	0.4 B	0.02 U	0.009 B	0.8
T4S1MW09-GW-1	2/9/2005	0.03 B	11.2	0.015 B	0.069	2.65	1.30	0.190	0.04 U	5.49	0.2 U	0.027	0.008 B	2.6
T4S1MW10-GW-1	9/1/2004	0.05 U	0.6	0.024	0.02 U	0.6	1.9	0.156	0.05 B	5.7	0.3 B	0.02 U	0.004 B	2.3
T4S1MW10-GW-1	2/4/2005	0.02 U	0.4 B	0.006 U	0.06	0.81	0.62	0.046	0.05 B	3.6	0.3 B	0.008 U	0.004 U	5.5

		Dissolved Metals (µg/L)												
Sample ID:	Date Sampled:	Antimony	Arsenic	Beryllium	Cadmium	Chromium	Copper	Lead	Mercury	Nickel	Selenium	Silver	Thallium	Zinc
T4S1MW09-GW-1	9/1/2004	0.05 U	8.6	0.02 U	0.02 U	0.57	0.52	0.02 U	0.2 U	3.39	1 U	0.02 U	0.007 B	1
T4S1MW09-GW-1	2/9/2005	0.02 U	9.7	0.006 U	0.053	0.91	0.41	0.063	0.04 U	5.45	0.2 U	0.009 U	0.007 U	1.1
T4S1MW10-GW-1	9/1/2004	0.05 U	0.3 B	0.02 U	0.02 U	0.51	1.37	0.042	0.05 B	6.07	0.4 B	0.02 U	0.02 U	1
T4S1MW10-GW-1	2/4/2005	0.02 U	0.4 B	0.006 U	0.04	0.16 B	0.50	0.009 U	0.06 B	3.5	0.3 B	0.008 U	0.004 U	5.5

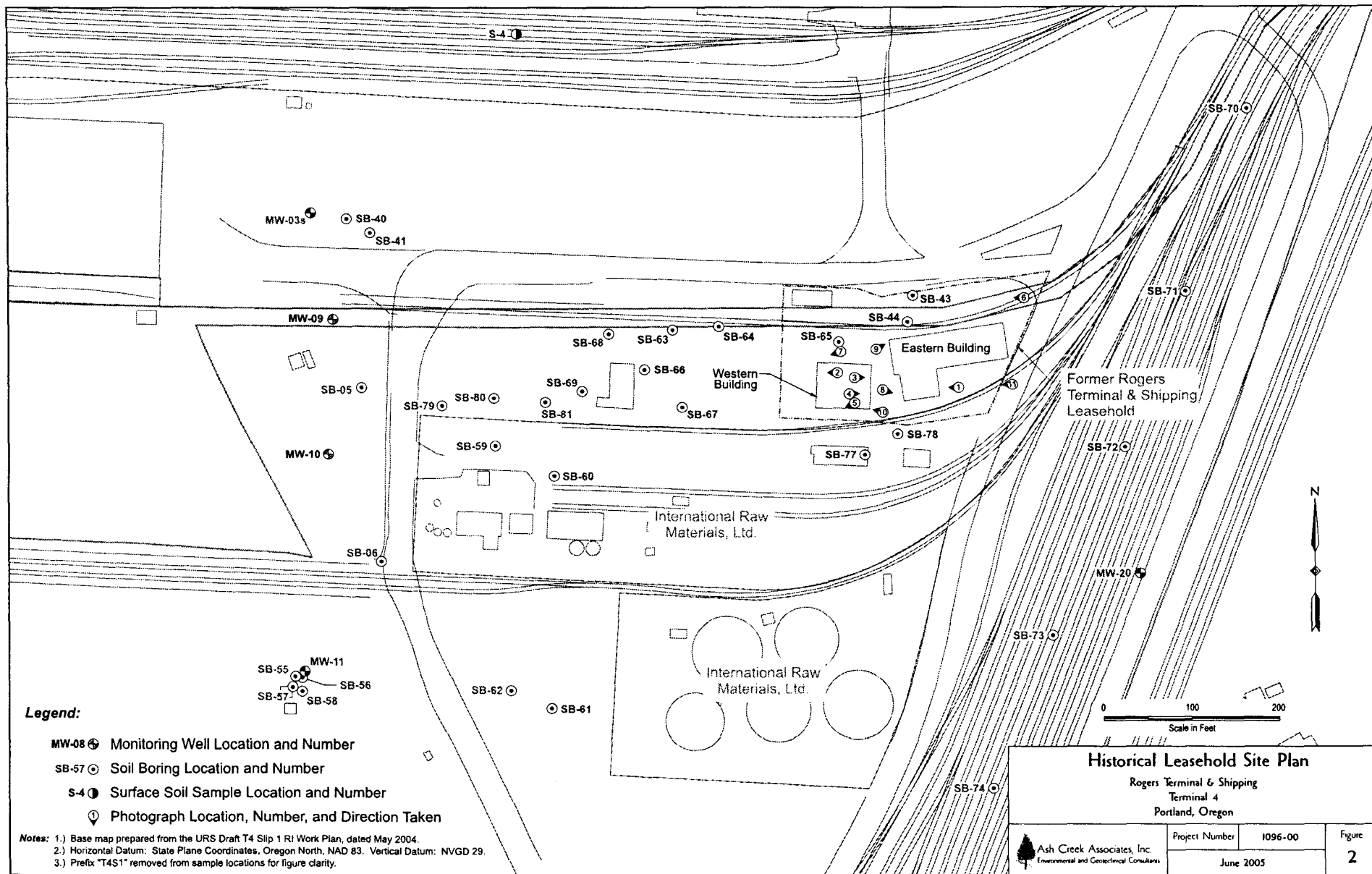
Screening Levels	EPA AWQC	640	0.14	--	--	--	--	--	--	4,600	4,200	--	6.3	26,000
	Eco Criteria	1,600	150 *	5.3	0.25 *	74 ¹⁰ , 11 ¹⁰	9 *	2.5 *	0.77 *	52 *	5 *	0.12	40	120 *
	EPA MCL	--	50	4	5	100	1,300	15	2	--	50	--	2	--

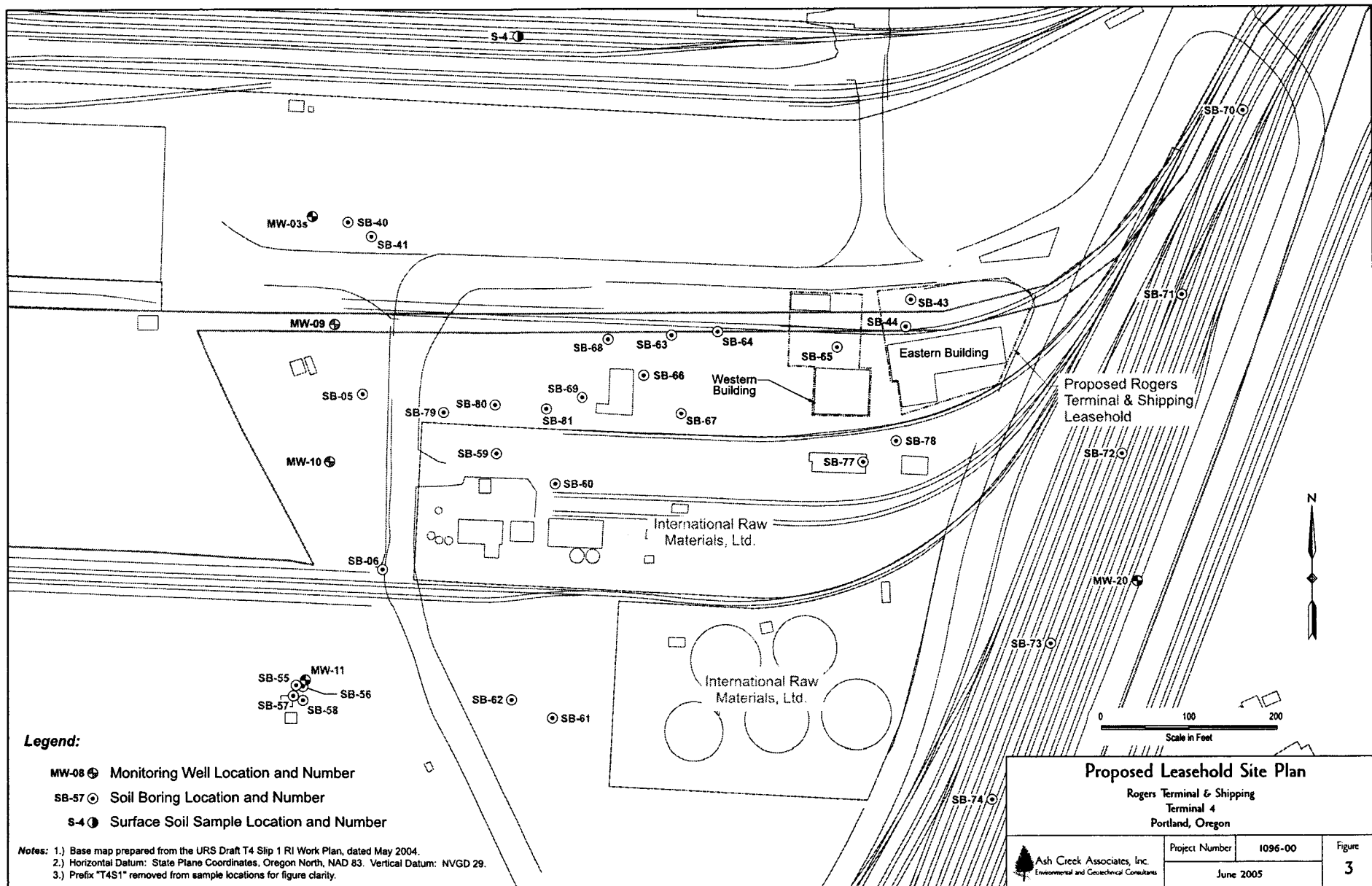
Notes:

1. Total/Dissolved Metals using EPA 8000-7000 Series Methods.
2. µg/L = Micrograms per liter.
3. B = The result is an estimated concentration that is less than the MRL but greater than or equal to the method detection limit (MDL).
4. U = The compound was analyzed for but was not detected at or above the MRL/MDL. The value presented is the MRL.
5. Data from Terminal 4 Slip 1 Remedial Investigation.
6. EPA AWQC = EPA National Recommended Water Quality Criteria: 2002 Human Health for Consumption of Fish.
7. Eco Criteria = EPA National Recommended Water Quality Criteria: 2002 for CCC Freshwater Biota (noted with *). Where CCC values are not available, Oregon Department of Environmental Quality Level Screening Level Values (SLVs) for Surface Water Aquatic are listed.
8. EPA MCL = EPA Maximum Contaminant Level.
9. * = SLV for Chromium III.
10. ¹⁰ = SLV for Chromium VI.



CARG003710





ATTACHMENT A PHOTOGRAPHS

Project Name: Rogers Shipping & Terminal - Terminal 4
Project Number: 1096-00

Client Name: Port of Portland
Location: Portland, Oregon

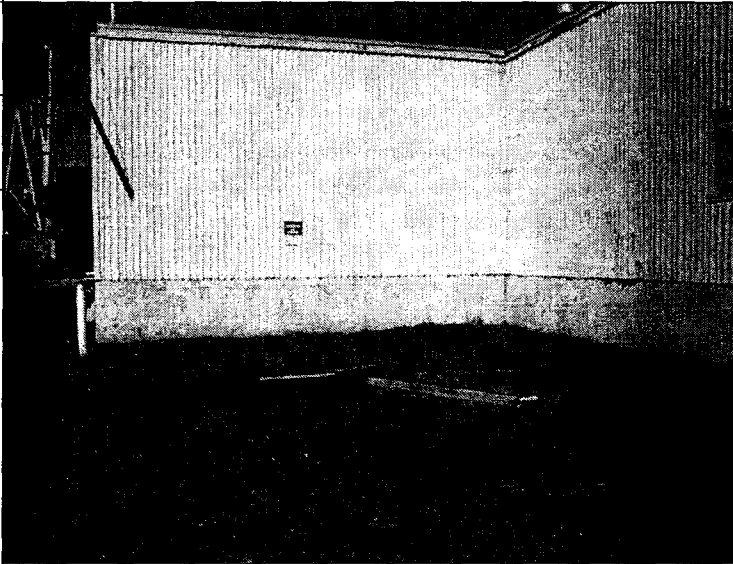

Photo No: 1	
Photo Date: May 2005	
Orientation: West	
Description: Painted metal siding on eastern building.	

Photo No: 2	
Photo Date: May 2005	
Orientation: West	
Description: Contents of flammable cabinet in western building.	

ATTACHMENT A PHOTOGRAPHS

Project Name: Rogers Shipping & Terminal - Terminal 4
Project Number: 1096-00

Client Name: Port of Portland
Location: Portland, Oregon

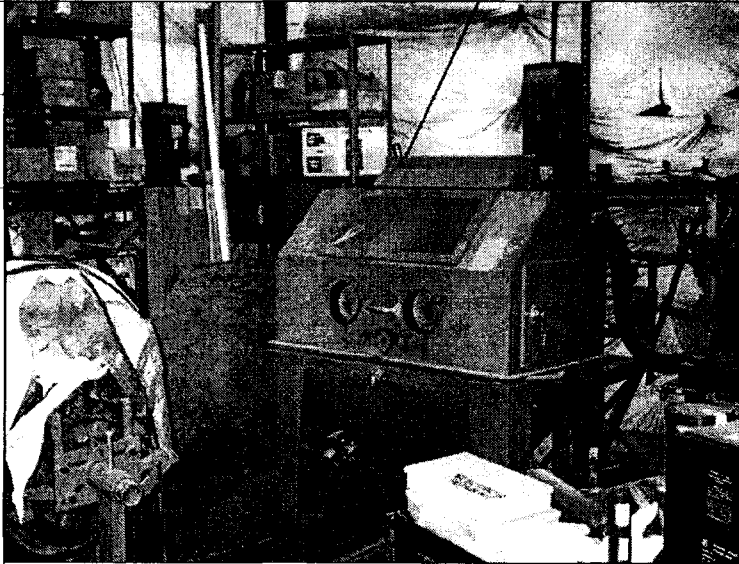

Photo No: 3	
Photo Date: May 2005	
Orientation: East	
Description: Sandblasting machine in western building.	

Photo No: 4	
Photo Date: May 2005	
Orientation: East	
Description: Parts washer and hydraulic hoist located in western building of Rogers Terminal & Shipping facility.	

ATTACHMENT A PHOTOGRAPHS

Project Name: Rogers Shipping & Terminal - Terminal 4
Project Number: 1096-00

Client Name: Port of Portland
Location: Portland, Oregon


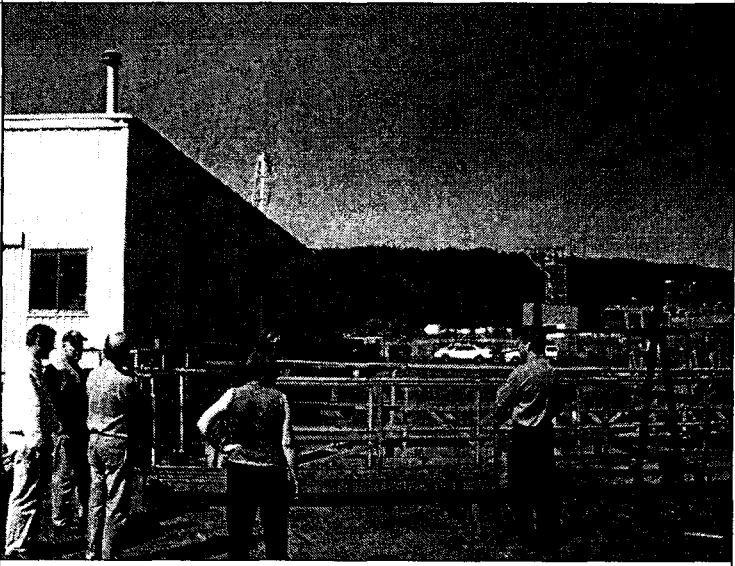
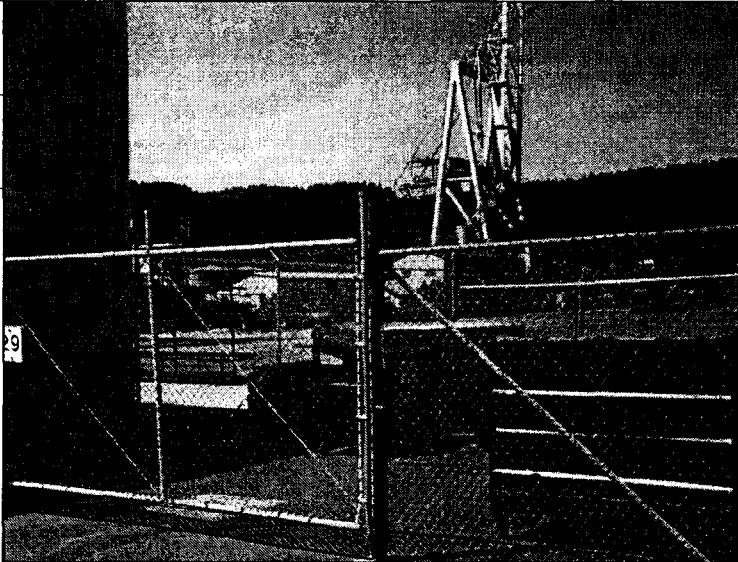
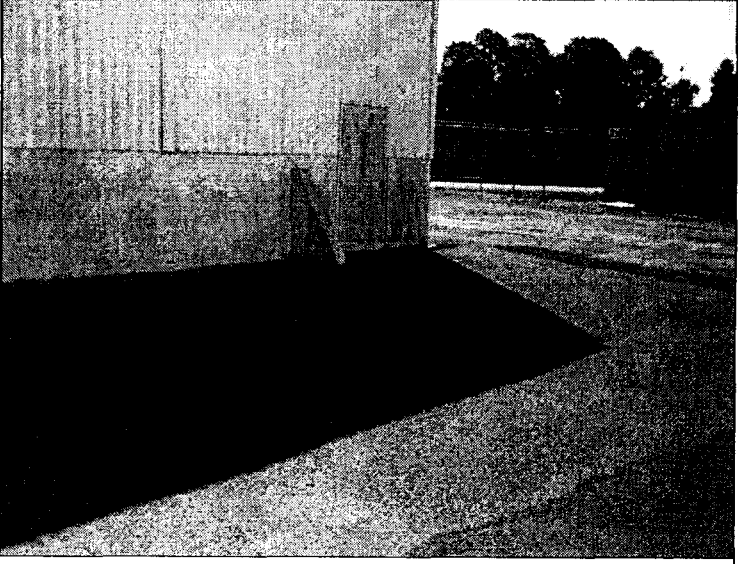
Photo No: 5	
Photo Date: May 2005	
Orientation: Southwest	
Description: Hydraulic hoist located in western building of Rogers Terminal & Shipping facility.	

Photo No: 6	
Photo Date: May 2005	
Orientation: West	
Description: Outside storage area at Rogers Terminal & Shipping.	

ATTACHMENT A PHOTOGRAPHS

Project Name: Rogers Shipping & Terminal - Terminal 4
Project Number: 1096-00

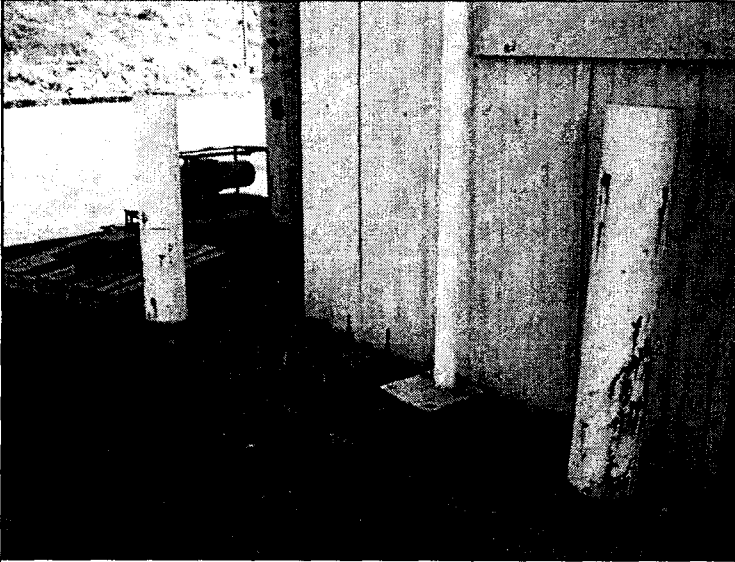
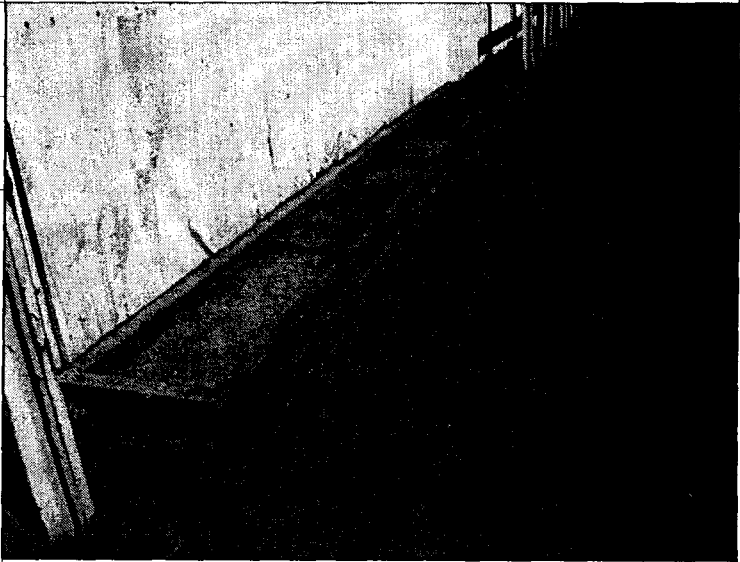
Client Name: Port of Portland
Location: Portland, Oregon

Photo No: 7	
Photo Date: May 2005	
Orientation: Southwest	
Description: Outside storage area at Rogers Terminal & Shipping.	
Photo No: 8	
Photo Date: May 2005	
Orientation: Southeast	
Description: Historical UST location.	

ATTACHMENT A PHOTOGRAPHS

Project Name: Rogers Shipping & Terminal - Terminal 4
Project Number: 1096-00

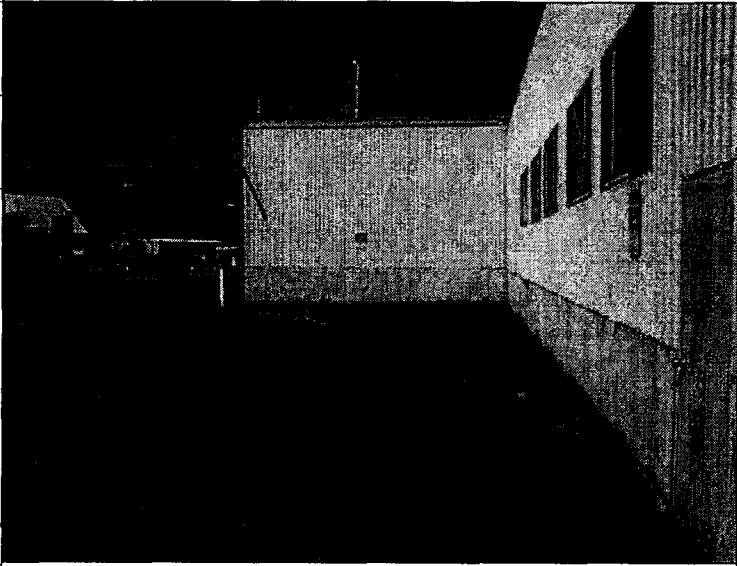
Client Name: Port of Portland
Location: Portland, Oregon

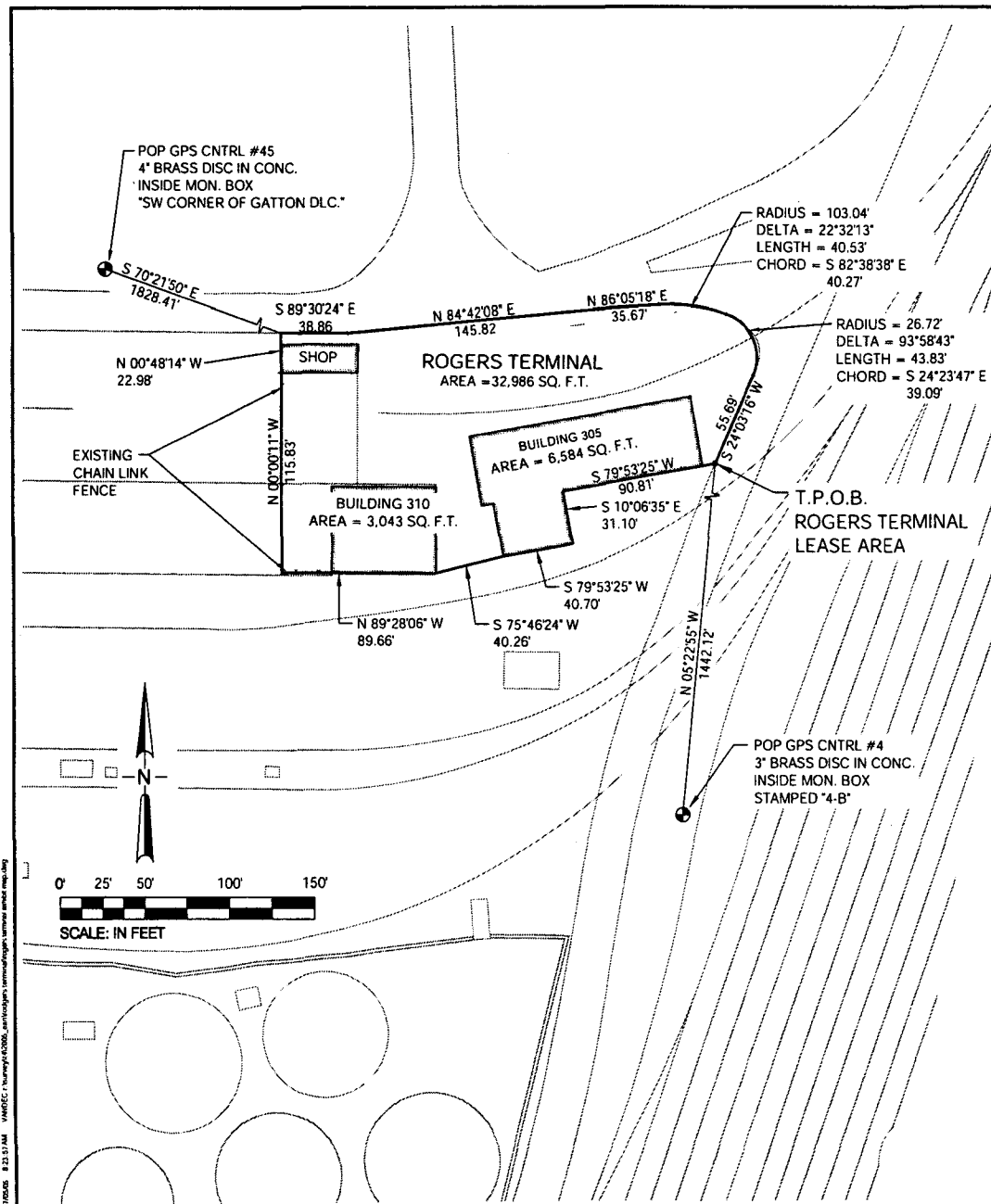
Photo No: 9	
Photo Date: May 2005	
Orientation: Northeast	
Description: Location of former gasoline pump island.	
Photo No: 10	
Photo Date: May 2005	
Orientation: Northwest	
Description: Historical drum storage area north of western building.	

ATTACHMENT A PHOTOGRAPHS

Project Name: Rogers Shipping & Terminal - Terminal 4
Project Number: 1096-00

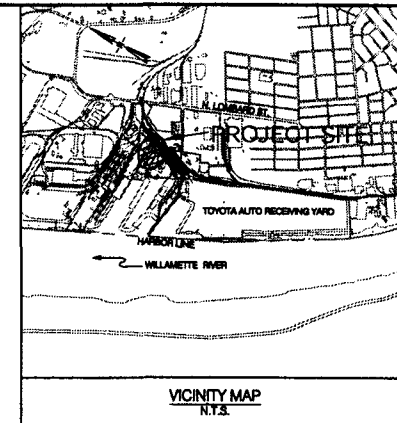
Client Name: Port of Portland
Location: Portland, Oregon

Photo No: 11	
Photo Date: May 2005	
Orientation: West	
Description: Area of tire and motor oil dumping northeast of eastern building.	



NOTES:

- 1) THE PURPOSE OF THIS DRAWING IS TO SHOW THE LIMITS OF THE ROGERS TERMINAL LEASE AREA. THE LEASE LINES ARE TO FOLLOW THE SOUTHERLY FACE OF BUILDING NUMBERS 305 & 310 AND THE WESTERLY FACE OF THE SHOP AS CALLED OUT IN THE DESCRIPTION. THE OTHER CONTROLLING FEATURES WERE THE EXISTING FENCE AND THE FOG STRIPE, WHICH OUTLINES THE NORTHERLY AND EASTERLY BOUNDARIES OF THE LEASE. SINCE THE FOG LINE COULD CHANGE FROM YEAR TO YEAR, WHEN EVER THEY DO THE PAINTING, IT WAS NOT CALLED OUT IN THE DESCRIPTION.
- 2) THE BUILDINGS, FENCES AND FOG STRIPE WERE FIELD TIED USING GPS-RTK SURVEY METHODS ON THE PORT OF PORTLAND COORDINATE SYSTEM.
- 3) THE BACKGROUND IS FOR GRAPHICAL PURPOSES ONLY.



TERMINAL 4 ROGERS TERMINAL LEASE DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-INCH DIAMETER BRASS DISC IN CONCRETE INSIDE A MONUMENT BOX STAMPED "4-8"; THENCE NORTH 05°22'55" WEST, 1442.12 FEET TO A POINT THAT IS 7.4 FEET EASTERLY ALONG THE EXTENSION OF THE SOUTHERLY BUILDING LINE OF THE MOST EASTERLY CORNER OF BUILDING No. 305, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERLY LINE OF SAID BUILDING AND THE EXTENSION THEREOF THE FOLLOWING THREE COURSES: 1) SOUTH 79°53'25" WEST, 90.81 FEET; 2) THENCE SOUTH 10°06'35" EAST, 31.10 FEET; 3) THENCE SOUTH 79°53'25" WEST, 40.70 FEET TO THE SOUTHWESTERLY CORNER; THENCE, DEPARTING SAID BUILDING CORNER OF 305, SOUTH 75°46'24" WEST, 40.26 FEET TO THE SOUTHEAST CORNER OF BUILDING No. 310; THENCE, ALONG THE SOUTHERLY BUILDING LINE AND THE WESTERLY EXTENSION THEREOF, NORTH 89°28'06" WEST, 89.66 FEET; THENCE NORTH 00°00'11" WEST, 115.83 FEET TO THE SOUTHWEST CORNER OF A BUILDING-SHOP; THENCE, ALONG THE WESTERLY LINE AND THE NORTHERLY EXTENSION OF SAID BUILDING, NORTH 00°48'14" WEST, 22.98 FEET; THENCE SOUTH 89°30'24" EAST, 38.86 FEET; THENCE NORTH 84°42'08" EAST, 145.82 FEET; THENCE NORTH 86°05'18" EAST, 35.67 FEET; THENCE 40.53 FEET ALONG THE ARC OF A 103.04-FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, THROUGH A CENTRAL ANGLE OF 22°32'13" (THE LONG CHORD BEARS SOUTH 82°38'38" EAST, 40.27 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE 43.83 FEET ALONG THE ARC OF A 26.72-FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE WEST, THROUGH A CENTRAL ANGLE OF 93°58'43" (THE LONG CHORD BEARS SOUTH 24°23'47" EAST, 39.09 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 24°03'16" WEST, 55.69 FEET TO THE POINT OF BEGINNING, CONTAINING 32,986 SQUARE FEET (0.76 ACRES) MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON PORT OF PORTLAND CONTROL DRAWING No. "MD RG 2003-3024".

NO.	DATE	BY	REVISIONS	CKD	APPVD



PORT OF PORTLAND
PORTLAND, OREGON

2005UGEN
DESIGN NUMBER

1067
PROJECT NUMBER

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 21, 1989
CHRISTOPHER VANDERWERF
2719
SIGNED:
EXP. 6/30/2006

DESIGNED BY _____
DRAWN BY C. VANDERWERF
CHECKED BY C. WILEY
DATE JULY 2005
SCALE 1" = 50'

TERMINAL 4

ROGERS TERMINAL
LEASE EXHIBIT MAP

SUBMITTED BY
LORALI SINNEN
CONTRACTS ADMINISTRATOR

TYPE
EP

DRAWING NO.
T4 2005 - 9 1/1 (SU-1)

4150 N. Suttle Road
Portland, Oregon 97217
701 Bozarth Street
Woodland, Washington



24 Hour Emergency
Service 503.286.8352
Toll Free 800.367.8894
EPA #WAD980986012

No. 143952
Date: 2-21-05
Cust ID# 13524

Generator	Rogers Terminal: Shipping		Cotby (503) 709-3272		Billing Address	1756 NW Naito Pkwy					
	Port of Portland: Terminal 4		N. Lombard PDX OR			Portland OR 97209					
Transportation	Consigned To: Fuel Processors Inc.					Check#		PO#			
	Destination: 4150 N. Suttle Rd. Portland OR 97217					Profile Date: Attached					
	Via Carrier: Oil Re-Refining company										
	Driver: Ace 7 Truck # 6951 Miles Run:					Load Ticket #					
Gal. (Brl.)	Description				Sniffer P / F	CDT/ HCLT	pH	Flash Point	Rate per Gal./Brl.	Rate per Hour	Charge
1	Used Oil - 55 gal.				P	2400ppm					25.00
1	COT Kit										20.00
1	Stop Charge										55.00
* Letter of CEG Attached											
* OK per JAO											
Above material being transported for Recycling					EPA#	None CEG		Total:			
Customer warrants that the waste petroleum products being transferred by the above collector do not contain any contaminants including, without limitation, pesticides, chlorinated solvents at concentrations greater than 1000 PPM, PCBs at concentrations greater than 2 PPM (or 50 PPM with Analytical), or any other material classified as hazardous waste by 40 CFR part 261, Subparts C and D (implementing the federal Resource Conservation and Recovery Act), or by any equivalent state hazardous substance classification program. Should Laboratory tests find this waste not in compliance with 40 CFR Part 261, customer (generator) agrees to pay for all disposal costs incurred.											
SIGNED X								DATE: 2-21-05			

CARG003720

1	Generator Name <u>Rogers Terminal - Shipping</u>	Location <u>Terminal 4 - Port of Portland</u>
2	<u>N. Lombard Portland OR</u>	
3	Generator Fills Out Waste/Material Profile (One completed profile per product)	
4	Description: Used Automotive Oil <input checked="" type="checkbox"/> DIY Used Oil <input type="checkbox"/> Machine Lubricating Oil <input type="checkbox"/> Machine Tool Cutting and/or Cooling Fluids	
5	(including used solutions) containing at least 1% petroleum <input type="checkbox"/> Hydraulic Oil <input type="checkbox"/> Brake Fluid <input checked="" type="checkbox"/> Refrigeration Oil <input type="checkbox"/> Fuel Filters <input type="checkbox"/>	
6	Oil Filters <input type="checkbox"/> Antifreeze <input type="checkbox"/> Oil Used as a Non-Contact Heat Transfer Media <input type="checkbox"/> Solvent <input type="checkbox"/>	
7	Unused Fuels and Type: Description (where and how generated) _____	
8	Water/Petroleum Mixtures: Type _____	
9	Percent Water <u>0</u> % Actual Calculation <input type="checkbox"/> Process Knowledge <input type="checkbox"/> Clear Tube <input checked="" type="checkbox"/> Kolor Kut <input type="checkbox"/>	
10	Transformer Oil PCB under 2PPM <input type="checkbox"/> PCBs under 50PPM <input type="checkbox"/> Date tested _____ Tests attached <input type="checkbox"/>	
11	Generator hereby certifies that no dilution of oil containing PCBs has occurred below any regulatory threshold:	
12	Signed: _____	
13	Oily Solids: Tank Sludge <input type="checkbox"/> Sump Sludge <input type="checkbox"/> Contaminated Soil <input type="checkbox"/> Spill Cleanup Material <input type="checkbox"/>	
14	Other (Specify): <u>Gear Oil</u> Attach all pertinent documents	
15	Solvent: Flash Point _____	
16	Has generator mixed solvent with any hazardous waste? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Stop Call Supervisor	
17	For all wastes or materials, provide the following information: <u>Field Data</u>	
18	Sniffer Test Passed <input checked="" type="checkbox"/> Failed <input type="checkbox"/> Date Tested <u>2-21-04</u> Clor-D-Tect Test Results <u>2400</u> PPM Date Tested <u>2-21-04</u> PH _____	
19	Is Material Mixed With Hazardous Waste? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Stop call Supervisor	
20	Corrosive? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Reactive? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Toxic? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Listed? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Flash Over 140°F Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
21	List All Pertinent Information (Describe process of waste generation in detail) Attach all Documentation	
22	including all MSDS sheets & test results: <u>Used oils from maintenance and repair</u>	
23	<u>of company trucks and equipment. Possible sulfur contamination</u>	
24	<u>from gear oil causing high CAT result. Letter of CEG</u>	
25	<u>attached. OK per JAO.</u>	
26	_____	
27	_____	
28	Name and Title of Person providing information: <u>Marlon R Horton</u> <u>Longshoreman</u>	
29	Facility E.P.A. REG # <u>None</u> HW Generator Status: LQG <input type="checkbox"/> SQG <input type="checkbox"/> CEG <input checked="" type="checkbox"/>	
30	<u>Letter Attached</u>	
31	Certification & Guarantee	
32	As generator of the material described in this profile (or authorized representative of the generator), I hereby certify that the information	
33	contained in this document is accurate and complete. I further certify that this material has NOT been mixed with any contaminants including,	
34	without limitation, Pesticides and waste listed or identified as hazardous waste under RCRA, or if mixing has occurred, this material has been	
35	mixed with an ignitable-only hazardous waste in compliance with the used oil mixture rule, or C.E.G. exemption. In the event that the material	
36	described in this document is in fact hazardous waste,	
37	I hereby guarantee to pay all costs necessary for proper analysis, transportation, storage and disposal	
38	Signed <u>Marlon R Horton</u> Title <u>Longshoreman</u> Date <u>2-21-04</u>	
39	_____	
40	Receiving Facility Data	
41	Is Waste/Material Acceptable for Processing?: Yes <input type="checkbox"/> No <input type="checkbox"/> Explanation: _____	
42	Accepted <input type="checkbox"/> Signed _____ Title _____ Date _____	
43	Rejected <input type="checkbox"/> Reason _____	
44	Returned to Generator? Yes <input type="checkbox"/> No <input type="checkbox"/> Transported To _____	



Leaders in Recycling

CEG CERTIFICATION

State and Federal hazardous waste regulations define a Conditionally Exempt Generator (CEG) as a hazardous waste generator that generates, in one month, no more than 100 kilograms (220 pounds) of hazardous waste or 2.2 pounds of acutely hazardous waste. Additionally, to be a Conditionally Exempt Generator, a generator must not at any time accumulate more than 2200 pounds of hazardous waste on site. Generators that do not meet these requirements are no longer defined as Conditionally Exempt Generators and must comply with regulations for Small Quantity or Large Quantity Generators.

Under penalty of law, I certify that myself, or my organization complies with all requirements for Conditionally Exempt Generator Status.

Signature: _____

A handwritten signature in black ink, appearing to be "M. M. M.", is written over the signature line.

Date: _____

2-21-04

Please check one of the boxes below:

☐

I do have an EPA Registration Number. The number is: _____

☒

I do not have an EPA Registration Number.